



# ENGLISH UK RULES

DRAFT 17

Revised version agreed by the English UK Board on 8 January 2009 - amended as a result of changes to the Memorandum and Articles passed at the 2007 AGM.

Further revisions endorsed by the board on 14 October 2010 codifying the treatment of extensions of accreditation.

An amendment to section S5 (Board Powers and Duties) made in December 2011 as the result of changes agreed by a special resolution to article 26 of the Memorandum and Articles of Association.

A new amendment was made in October 2015 as a result of changes to section S9 (Complaints and the Ombudsman) endorsed by the board on 7 October 2015.

Further to changes endorsed by the Board in June 2016, section 5.1 regarding cessation of membership was amended and a new section, S3.7 Suspension of membership and probation was added.

A new amendment occurred in September 2016 as a result of changes to section S3 Membership Regulations endorsed by the Board on 15 June 2016.

A new amendment occurred in June 2017 as a result of changes to section S3 Membership Regulations endorsed by the Board on 21 June 2017. Revised version was agreed by the board on 8 November 2017 as a result of changes to S9 Complaints and the Ombudsman and S5 Board Powers and Duties.

Further to changes endorsed by the Board on 21 February 2018, section S8 Subscriptions was updated to reflect changes in administrative procedures.

A new amendment occurred in November 2018 as a result of changes to sections S3 Membership Regulations (1 General and 5 Termination of membership) and S8 Subscriptions.

Further to changes endorsed by the Board in February 2019 regarding the length of service of Chair and Vice-Chair, section S5.2.1. Appointment of Chair and Vice-Chair was amended accordingly.

Further to changes endorsed by the Board in June 2019 regarding the procedure for election of the Chair and Vice-Chair, section S5.2.3- S5.2.5 were amended accordingly.

Further to the change to the criteria for assisting students in the event of a school closure, section S2.6.5 was amended to reflect the level of assistance English UK will provide to students.

Changes were made to section S5.4 to reflect the fact that there is now only one subsidiary board and to increase the maximum number of members on this board.

In section S3.5.1b, it has been clarified that membership is retained during a temporary suspension of accreditation.

In section S5.1, a new clause (S5.1.12) was added requiring English UK board members to resign prior to applying for a position as an English UK staff member.

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# S1. CATEGORIES OF MEMBERSHIP

The categories of membership of English UK shall be as follows.

1.1 Member. A Member is the legal entity which constitutes a UK-based centre for English language teaching which is accredited under the Accreditation UK Scheme. Only Members are entitled to vote at General Meetings. (See Section 3 of these Rules for more detail.)

1.2 Corporate Member. A Corporate Member is an organisation which provides services to Members and which has been duly admitted by the Board of English UK.

1.3 Honorary Member. An Honorary Member is a person of distinction and of substantial service to English UK and/or its predecessors, who has retired from active involvement in ELT.

1.4 Fellows. A Fellow is a person of distinction in his or her calling or profession with a close interest or involvement in supporting the interests of UK ELT, and English UK in particular.

1.5 Individual Professional Member. An Individual Professional Member is a person who is employed

by an accredited language course centre or its parent body/wider institution in the UK or abroad, who has applied for and been admitted to membership after satisfying the criteria set by the Board.

1.6 There shall further be a category of Candidate, which shall not be regarded as constituting membership of the Association. Candidates are language course centres which are not yet accredited, but which wish to achieve accreditation and to access the Association's consultancy support service in order to progress towards accreditation.

# S2. CODE OF PRACTICE FOR MEMBERS

This Code of Practice sets out what is accepted by and expected of Members in the performance of their work.

## 1. General

1.1 The Member will ensure that the standards of work, services, premises and amenities which satisfied the requirements of the Accreditation UK Scheme when the Member was inspected and accredited, are always fully maintained.

1.2 The Member will ensure that all staff are actively informed of and have ready access to the Accreditation UK Scheme handbook and the Association's Rules.

1.3 The Member will comply with all applicable laws and regulations of the UK and European Union governments.

1.4 The Member will ensure that its public liability insurance cover is adequate for all activities undertaken.

## 2. Advertising

2.1 Undertakings given to students or their representatives will be honoured in the spirit.

2.2 Members will make known to students both their internal complaints procedure within the centre, and external complaints procedures, in a form of words agreed by the Board.

As a minimum, this notice to students should be included in brochure text, web site and on posters in the student common area and reception area of the centre. This obligation will include extension centres temporarily covered by a parent centre's accreditation.

### 3. Courses

3.1 Before registration students or their representatives will be given a clear statement of all fees and charges for which they may be liable, and of the terms of contract.

This statement will include the Member's rules for the retention or refund of money paid in advance, in the event of students cancelling or curtailing their course. Centre Directors, while retaining their rights in this matter, will exercise them with sensitivity.

### 4. Feedback and complaints

4.1 In dealing with complaints every effort will be made by the Member:

- to understand the grounds of complaint as they appear to the complainant
- to give full consideration to the complaint
- to satisfy the complainant if the complaint is justified
- if necessary, to alter procedures to ensure that the problem does not recur
- to explain the reasons if the Member feels that no action should be taken.

4.2 In cases of unresolved dispute the Member will actively inform the student about the Association's Complaints Procedure.

### 5. Trading practice

5.1 Members will conduct their business and themselves in a manner which will reflect the highest possible standards in business and bring credit to the Association.

5.2 Members will deal honestly and fairly with each other, with clients and suppliers of services.

5.3 Members will not deliberately encourage a student to book direct for a subsequent English language course, thereby cutting out an agent, providing that the agent has acted in a fair and reasonable manner towards both client and Member. English UK recommends its Members to make clear agreements with agents on this issue and requires that such agreements be honoured.

5.4 Members will try to ensure that agents only pass on true and accurate information to their clients. Members will provide generic

text in English for agent brochures, web sites, advertising copy and other publicity material in which their centre is described and will endeavour to keep agent-produced promotional text under review.

Members may not authorise agents to use the English UK logo except in direct relation to a brochure page or web page relating to an accredited centre which is a Member of English UK.

5.5 Members should try to ensure that the agent is informed if a particular difficulty with a student is likely to lead to a complaint to the agent, so that the agent is prepared for the complaint.

5.6 Members will respect all agreements for the confidentiality of negotiations with clients.

5.7 A Member will not knowingly make false or misleading statements:

- a) about competitors
- b) about agents

5.8 Variations from and additions to services offered in information and promotional items must be confirmed in writing.

5.9 Enforcement and sanctions

a) In the case of a complaint about a Member in respect of this code the facts may be reported in writing to the chief executive of English UK, who will conduct an investigation.

b) The Member against whom the allegation has been made shall provide, at the request of the chief executive, such information in writing or documents as may be required, within such a period as may be specified.

c) If, after preliminary investigations, the facts alleged against the Member appear to the chief executive to constitute a prima facie infringement of this Code, the facts shall be submitted, in writing, to the Board of the Association which shall decide whether the Member has been in serious breach of the code.

## **6. Arrangements to assist students affected by a Member's closure.**

In the event of a Member's closure, the Association aims to minimise the adverse effects on students who have paid fees for accredited English language courses, accommodation etc. to that organisation. The basic principle is that students should not suffer total loss of advance payments when a centre closes.

Member organisations are expected to share responsibility for providing alternative accredited English language courses where possible, at no additional cost to the students, in co-operation with the chief executive.

The Board will annually decide upon the transfer of money from the Association's general income to maintain a Student Emergency Support (SES) scheme which is to be used to provide emergency assistance to students affected by the closure of a Member.

Such assistance may consist of making a contribution to accommodation expenses (particularly in the period immediately following the closure) where advance payment for accommodation has been lost, of assisting with the cost of travelling if the alternative course provided is at a distance from the premises of the closed Member, and of assisting with the cost of travel to a station, port or airport at the end of the student's course.

The SES does not provide reimbursement of tuition fees to the students or to receiving centres. English UK and its members co-operate to place all students affected by a closure on the nearest equivalent type of course and level, and by placing students at an alternative centre, their obligations are fulfilled.

If a student subsequently wishes to move from an alternative centre, any receiving centre is entitled to charge fees as a new enrolment.

Where a member centre has applied to the Accreditation Unit for a temporary extension of its accreditation to cover provision at a newly opened centre, the new centre would not have recourse to the SES in its own right because it remains an extension of the parent centre.

# **S3. MEMBERSHIP REGULATIONS**

## **1. General**

1.1 Members of the Association shall be establishments (which term shall in these Regulations denote any corporate body, trust, partnership, firm or individual sole trader) which offer courses in English as another language at locations within the United Kingdom (including the Channel Islands and the Isle of Man), and which have been inspected and accredited under the Accreditation UK Scheme.

1.2 A Member shall be the legal entity recognised as carrying on the business, and that legal entity shall take part in the Association's affairs through its appointed Nominated Representative.

In the case where more than one accredited establishment is owned by the same legal entity, all the accredited establishments owned by that legal entity (hereinafter termed a 'group') must be in membership of the Association.

A group is entitled to non-voting attendance at General Meetings by a single Nominated Representative for the legal entity which owns the group, in addition to attendance and voting by the Nominated Representative for each centre which is owned by the group.

1.3 Membership of the Association shall be open to any single establishment or group as defined above which meets the following conditions:

a) An establishment, or its ELT-specific activity/department, must have achieved accreditation under the Accreditation UK Scheme.

b) The establishment, or in the case of a group, the legal entity shall formally accept and undertake to abide by the Association's Rules including any amendments to these Rules which may be subsequently adopted by the Association in General Meeting (but subject to the right of resignation under regulation 5.2 below).

c) It shall have followed the entry procedures, including the undertaking to provide student statistics, as outlined below.

1.4 Members shall annually provide the Association with:

- A declaration that they continue to uphold the Association's Rules
- A declaration of confidence from the Nominated Representative (or a director, partner or other authorised officer) in the organisation's continuing trading viability for the coming year.
- Reliable information on student statistics, as part of the Annual Student Data Submission, (e.g. in the private sector, student weeks and student numbers; in the state sector either student weeks or teacher timetabled hours and student numbers), for their organisation in the preceding calendar year, broken down by country of student origin and student age. Data submitted should not include the student week calculation for new centres covered by a temporary extension of accreditation.

There is a penalty for members who do not provide their annual student data submission figures within the annual deadline of the end of January (Please see S8, 1.5)

1.5 Members shall inform the chief executive immediately of any change in ownership of the controlling organisation or change of Centre Director or Nominated Representative of the Member establishment and of any substantial change in the nature of the courses offered or in the permanent premises of the establishment. Members operating vacation courses shall provide annual details of any changes in course locations or number of centres.

1.6 No Member shall be admitted if in the Board's view they have, and no existing Member shall adopt, a trading name which would be likely to cause confusion with the name of an existing Member or the name of a regional association or special interest group approved by the English UK Board.

1.7 All Members of English UK are required to apply for accreditation under the English UK Scheme (and consequently, under the requirement of paragraph 1.2 above, for English UK membership) for any ELT activity

which they run which could be accredited and eligible for membership.

Members shall not continue to run unaccredited activities which use the same name as, or are made out to have a direct association with, their existing accredited operations, where there may be a reasonable assumption on the part of clients and customers that all their operations are accredited and in membership, but shall apply for accreditation and English UK membership within a reasonable time, not more than a year, of such unaccredited activities becoming eligible for accreditation.

1.8 Where a member centre has applied to the Accreditation Unit for a temporary extension of its accreditation to cover provision at a newly opened centre, the new centre will not be eligible for English UK membership (or have access to benefits such as use of the logo and CLA discounts) until it has gained accreditation in its own right. Once the extension centre has gained accreditation in its own right, S1.2 above shall apply.

## **2. Admission to membership**

2.1 Applications for membership by accredited centres shall be made to the chief executive in a form agreed by the Board.

2.2 At the next Board meeting the chief executive shall report on applications for membership. The Board shall decide by majority vote whether to admit applicants into membership of the Association, but if it rejects an application it shall be required to give reasons to the applicant.

## **3. Membership and voting rights**

3.1 Every Member shall be entitled to enjoy all the privileges which are conferred upon Members by the Articles of Association and shall, while a Member, be bound to further to the best of its ability the objects, interest and influence of the Association, to deal in an honest and fair manner with the Association and other Members, and to avoid any action or public statement which would bring the Association into disrepute.

3.2 The Member shall be represented, and its rights and duties exercised at meetings of the Association by a Nominated Representative. Centres which are temporarily covered by an extension of accreditation will be represented by the parent centre's Nominated Representative.

This shall be, in the case of a company by its managing director or Principal or such other individual of appropriate executive status within the organisation as the directors of the company may nominate; in the case of a partnership, by a partner, or by a senior member of staff or a professional adviser nominated by the partners; in the case of a university or college centre or department, by the Centre Director or Head of Department; in the case of a Trust, by a Trustee or a senior executive nominated by the Trustees.

If the Nominated Representative is unable to be present at a particular General Meeting the Member may, on giving written notice to the chief executive, either:

a) nominate for that one General Meeting only an alternative representative of appropriate status from the same establishment, or

b) designate another Member as proxy, as provided for in the Articles of Association.

3.3 the nominee for election to the Board must be a person with the necessary experience and skills to act as a Trustee who is either an officer of the Member Company or the Owner/Owning Company.

3.4 Only Nominated Representatives may vote in person at general meetings. Others may attend such meetings by arrangement with the chief executive and subject to the agreement of the Chair.

3.5 In these Rules, unless otherwise stated, 'Member' shall mean the establishment as defined in Section 1, or the individual nominated to represent the establishment, as appropriate.

#### **4. Election of officers**

4.1 The procedure for the election of the Chair and Vice-Chair and members of the Board is set out in S6 of these Rules.

#### **5. Termination of membership**

5.1 A Member shall cease to be a Member in any of the following circumstances:

a) by giving formal written notice of resignation to the chief executive to take effect at the end of the subscription year in which the notice is given. This can be done at any point during the subscription year. The Member shall be liable for the appropriate subscription for the full year and shall be permitted to retain the privileges of membership for the same period.

b) forthwith, if it loses accreditation under the Accreditation UK Scheme; unless the loss of accreditation is only a temporary suspension pending a decision on withdrawal;

c) forthwith if it refuses to carry out in full the terms of a judgement made by the Ombudsman an independent complaints adjudicator;

d) if being a company or controlled by a company it has a proposal for a Voluntary Arrangement for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986

or has an application made under the Insolvency Act 1986 to the Court for an appointment of an Administrator

or has a winding up order made or a Resolution for voluntary winding up passed or a provisional Liquidator, Receiver or Manager of the business or undertaking duly appointed

or has an administrative Receiver as defined in the Insolvency Act 1986 appointed or possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge

or if its name be struck off the Register of Companies

or if being an individual he or she becomes bankrupt

or makes a composition or arrangement with his or her creditors

or has a proposal for a Voluntary Arrangement for composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986;

provided however that the Board in its discretion may in such circumstances defer the cancellation of membership, for a period of up to twelve months, at the end of which the Board shall review the matter and either notify the Member that membership is no longer in question or implement the termination. Such deferral may be made retrospective to the date of the event which triggered the termination which the Board is exercising its discretion to defer.

e) If the Member withdraws a direct debit mandate or falls in serious arrears in the payment of all or any part of its subscription or other dues to the Association, and the Board resolves to terminate the membership on this ground either forthwith or at the end of the current subscription year. The chief executive has discretion to deny an entry in the Association's Guide for the year following, or access to events (including General Meetings) organised by the Association, to a Member three or more months in arrears in any such payments, notwithstanding the fact that at the date when the Guide is to go to press, or when final arrangements for an event are being made, the Board may not have considered termination of membership. The period of arrears is calculated from the date of invoice.

f) If a Member twice within a period of three years violates these Rules and refuses to remedy any such violations, its membership shall be terminated on the occasion of the next Board meeting unless the Board at the meeting resolves that such termination shall not take effect. Alternatively, membership shall be terminated forthwith by resolution of the Board if in the opinion of the Board the Member shall have been serious breach of any part of these Rules. Alternatively, the Board may recommend suspension of

membership for a defined period or a probationary period prior to a final decision on termination. Where termination or suspension is determined the following conditions apply:

(1) Such resolution shall be valid only if it is passed by a two thirds majority of all members of the Board present at the meeting held to consider the matter, who shall number not less than two thirds of the membership of the Board as constituted at the time.

(2) A Member of the Board against whom a complaint is being considered shall leave the meeting during the discussion and shall be excluded from voting on the matter.

(3) Subject to the right of appeal hereinafter set out, the decision of the Board in such a case shall be final but the Board shall give reasons for its decision.

(4) No such resolution as aforesaid shall be valid unless the Member/ Nominated Representative concerned has been given at least seven days' notice in writing of the meeting of the Board. The Member/ Nominated Representative shall be permitted to attend the meeting to respond to the case against him.

(5) Immediately upon the passing of any such resolution as aforesaid, notice thereof shall be served upon the Member concerned.

(6) The Member may appeal to the Association in General Meeting against the decision of the Board, upon giving notice of intention to do so to the chief executive within seven days of the date upon which notice of the resolution is deemed to have been served. Such appeal shall be at either the next following general meeting, or at an extraordinary general meeting convened under the provisions of the Association's Articles of Association.

(7) The appellant shall be entitled to attend the appropriate part of such meeting to defend himself/herself and to question any allegations against him/her. The meeting may annul the decision of the Board appealed against, provided that a motion so to do commands a majority of the Members

present at the meeting. If it is not passed by such a majority the motion shall fail and the decision of the Board shall stand confirmed.

(8) If a Member/Nominated Representative exercises his/her right of appeal under section 5.1 (f), his/her membership shall be suspended while the appeal procedure operates.

5.2 In the event of any substantive change to the Articles of Association or to these Rules, a Member shall have the right to resign upon giving notice in writing to the chief executive within one month of the passing of the amendment.

Such resignation shall take effect at the end of the subscription year current at the date of the notice. Notwithstanding the provisions of Regulation 5.1 above, the Member giving such notice shall not be liable to pay the annual subscription for the next financial year or any part of it.

## **6. Effects of cessation of membership**

6.1 A Member whose membership is terminated (whether on the initiative of the Member or of the Association) shall cease forthwith to enjoy any of the privileges or benefits of membership and shall not thereafter claim or imply past or continuing membership. The Member shall remain bound to discharge all obligations incurred and undertakings given to the Association up to the date of termination of membership.

On termination of membership all insignia, dies, stereos and any other articles, the property of the Association, which shall have been provided for the use of the Member, shall be returned to the Association forthwith.

No fees paid to the Association shall be refunded if termination takes place in the second half of the subscription year; if termination takes place in the first half of the subscription year, the Member shall be entitled to remission of fees so that the total paid would be 50% of the annual fees.

6.2 Re-admission of a former Member into membership shall be conditional upon the settlement of any debts to the Association outstanding at the time of the earlier resignation or termination of membership.

## **7. Suspension of membership and probation**

7.1 As outlined in section 5.1 f) above, the Board may resolve to suspend a Member for a specified period, normally until the next scheduled meeting of the Board.

In this case, the Board will provide details on what the suspended Member needs to do in order to satisfy them that it has remedied its violation(s) of the Rules.

he Board will then at its next meeting vote on whether to terminate or reinstate membership.

Any resolution to terminate membership shall be valid only if it is passed by a two thirds majority of all members of the Board present, who shall number not less than two thirds of the membership of the Board as constituted at the time. In the case of a resolution to terminate, the conditions outlined in section 5.1 f) above will apply.

7.2 Alternatively, and as outlined in section 5.1 f) above, the Board may resolve to place a Member under probation for a specified period, normally until the next scheduled meeting of the Board. The Board will provide details on what the Member needs to do in order to satisfy the Board that it has remedied its violation(s) of the Rules. The Board will then at its next meeting vote on whether to:

- a) Terminate membership
- b) Suspend membership until the next meeting of the Board, followed by a further vote at that meeting on whether to terminate or reinstate membership (see 7.1 above)
- c) Extend the probationary period until the next meeting of the Board, followed by a further vote at that meeting on whether to terminate or reinstate membership
- d) Reinstate full membership.

Any resolution to terminate membership shall be valid only if it is passed by a two thirds majority of all members of the Board present, who shall number not less than two thirds of the membership of the Board as constituted at the time. In the case of a resolution to terminate, the conditions outlined in section 5.1 f) above will apply.

## S4. OTHER CLASSES OF MEMBERSHIP

### 1. Honorary members

1.1 Any Member may propose to the Board the election of an Honorary Member. If the Board agrees it shall in accordance with the Articles of Association put a Special Resolution to the Association in General Meeting to give effect to the proposal.

1.2 The proposed Honorary Member shall:

a) be considered to have rendered exceptional service to the Association or to its predecessors

b) have become ineligible to continue to attend meetings of the Association as a Member's representative, by reason of retirement, resignation, or reorganisation of functions within the Member establishment, with the expectation that such a change is of a permanent nature.

1.3 Honorary Members may resign by giving written notice to the Board. They may be removed by majority vote of Members present at General Meeting.

### 2. Fellows

2.1 Any Member or Honorary Member may propose to the Board the election of an individual as a Fellow of the Association. If the Board agrees it shall put to the Annual General Meeting of the Association a list of the names of those put forward for Fellowship and move their election as a special resolution.

2.2 Fellowship shall be an honorary designation recognising distinction and personal contribution in some significant aspect (for example professional, commercial, diplomatic, academic) of the service of the interests of English as a foreign language.

2.3 Fellowship shall confer the right to use an honorary designation to be agreed by the Board but shall not confer the right to attend or vote at any General Meeting of the Association. Any subsidiary rights or privileges for Fellows in accessing the services of the Association shall be at the discretion of the Board.

### 3. Individual professional members

3.1 Members of staff in an establishment which is a Member of the Association may apply for Professional Membership of the Association. The Board shall have discretion to set out the broad categories of such Professional Membership, the requirements for admission in terms of experience and qualifications, the benefits of Professional Membership, and the subscription or other fee to be paid.

The Board may delegate to the Association's staff the process of admitting Professional Members, requiring presentation at each Board meeting of the names and such other information as it may specify of those admitted to Professional Membership since its last meeting.

3.2 The Board shall also set out the grounds on which it may, on the recommendation of the Association's staff, terminate an individual's Professional Membership, and what appeal mechanism is open to a Professional Member whose membership is so terminated.

3.3 Professional Membership shall confer the right to use a designation to be agreed by the Board but shall confer no right to attend or vote at General Meetings of the Association.

#### **4. Corporate members**

4.1 Individuals or bodies corporate involved in business partnership with or the provision of services to Members shall be eligible for Corporate Membership.

4.2 The Board shall have discretion to set out the broad categories of such Corporate Membership, the requirements for admission, the benefits available and the subscription or other fee to be paid.

It may delegate to the Association's staff the process of admission to Corporate Membership, requiring at each Board meeting the presentation of the names and such other information as it may specify of those admitted to Corporate Membership since its last meeting.

4.3 The Board shall set out the grounds on which it may, on the recommendation of the Association's staff, terminate Corporate Membership, and what appeal mechanism may be open to a Corporate Member whose membership is so terminated.

4.4 Corporate Members may use a designation to be agreed by the Board, but Corporate Membership shall not confer any right to attend or vote at General Meetings of the Association.

#### **5. Authorisation of statements**

5.1 No Member of any class of membership or Candidate may make any public statement or announcement or enter into any public commitment on behalf of the Association without the prior authorisation of the Board, the Chair or the chief executive.

## **S5. BOARD POWERS AND DUTIES**

### **1. English UK board of directors**

1.1 In accordance with the Articles of Association, members of the Board during the four-year transitional period from 2004 to 2008 shall be elected to serve for three years and will be eligible for re-election for a further period of three years.

1.2 In order to keep access to the Board as open as possible, there will be rotation by the drawing of lots when it is relevant. This can be as often as annually but is not mandatory as an annual exercise.

1.2.2 Any Member may nominate any other Member to serve on the Board. Nominations must be signed by the Nominated Representative of the Member and the nominee for office must be a person with the necessary experience and skills to act as a Trustee, being either an officer of the Member Company or the Owner/Owning Company.

1.3 Retiring Directors will be eligible for re-election subject to a maximum of six consecutive years on the Board (except for the Chair or Vice Chair who are to be eligible for a maximum of nine years of service on the Board).

1.4 The Board shall meet at least four times a year at times and places within the UK which it shall determine.

1.5 The Board may invite Members or other persons chosen for their expertise to attend its meetings, or part of meetings, as observers or contributors at the invitation of the Chair.

1.6 The Board may ask any person attending Board meetings in a non-voting capacity to withdraw from the meeting if items of a sensitive or confidential nature are to be discussed.

1.7 Up to four members of the Board may be selected from sources external to the Membership (with a maximum quota of 30% of Board representation). The External Directors are to be elected in the same manner as the other Directors and have the same powers, duties and responsibilities. Eligibility is determined by the skills and experience which they bring to the Board.

## **Responsibilities of the Board**

1.8 The Board has all the legal responsibilities as the Board of Directors of English UK Limited, including the recommendation to Members for approval of the annual accounts.

1.9 The Board shall be responsible for the appointment of the Chief Executive and for his/her job description.

1.10 The Board shall be responsible for the overall strategy, policies and programmes of the Association.

1.11 The Board shall be responsible for monitoring the implementation of the agreed plans by the Executive.

1.12 If any member of the Board, or of the subsidiary board, intends to apply for appointment to the permanent staff of English UK, that person must resign as a member of the Board and/or of the subsidiary board, before submitting an application for such an appointment.

### **2. Appointment of chair and vice-chair**

2.1 The Board shall appoint from among their number a Chair and a Vice-Chair, each of whom shall have a term of office of three years. The Board may in particular circumstances wish to extend this length of service by an agreed period.

2.2 The appointments of the Chair and Vice-Chair shall normally be made at the first meeting of the Board after the AGM.

2.3. The mode of appointment shall be self-nomination by candidates at the Board meeting immediately prior to the AGM. At the first meeting following the AGM each candidate shall present him or herself to the rest of the Board, explaining their suitability as measured against the job description and person specification, followed by questions as appropriate. This will be followed by a secret ballot in which each Director including the candidates shall have one vote.

2.4 The same process will apply to the appointment of Vice Chair. It is assumed that the appointment of the Vice Chair is to prepare them for the role of Chair, hence the same suitability consideration. However, the progression of the Vice-Chair to the Chair is neither a requirement nor an automatic right, and will still require the selection process outlined in 2.3

2.5. The Board in choosing the Chair and Vice-Chair shall have regard to the diversity of the membership and shall ensure that the selection does not create an imbalance of representation.

### **3. The chief executive**

3.1 The Chief Executive will be the senior employee of the Association to whom all staff will report. He/she is responsible for the management of the Association, the appointment and supervision of staff and their job descriptions.

He/she is responsible to the Board. He/she will report to the Board, in writing, at intervals to be specified by the Board.

### **4. Subsidiary board**

4.1 The English UK Board shall appoint not more than 12 persons of appropriate expertise to the Board of English UK Enterprises.

4.2 The Chief Executive shall be a member of the subsidiary board, and the Director of Marketing will act as Managing Director of English UK Enterprises.

4.3 Subsidiary Board Members shall be elected to serve for a period of three years and will be eligible for re-election for a further period of three years.

4.4 Subsidiary Board Members shall appoint from among their number a Chair, who shall have a term of office of three years, with the option to renew for a period of three years maximum.

4.5 The Subsidiary Board may invite Members or other persons chosen for their expertise to attend its meetings, or part of meetings, as observers or contributors at the invitation of the Chair.

4.6 The Board shall meet at least three times a year at times and places within the UK which it shall determine.

4.7 The remit of the Subsidiary Board is to feed into the Main Board, or have delegated to it, matters which are specifically related to their particular area of expertise. The Subsidiary Board will make recommendations and respond to matters raised by the Board.

## **5. Special interest, national and regional groups**

5.1 Special Interest Groups conforming to a definition approved by the Board are entitled to such support from the Association as has been approved by the Board.

# **S6. PROCEDURE FOR ELECTIONS**

## **1. General**

1.1 In accordance with the Articles of Association, election of members of the Board will take place at the Annual General Meeting.

## **2. Nominations**

2.1 Not less than eight weeks before the announced date of the Annual General Meeting the chief executive will distribute to all Members forms for the nomination of candidates for the Board. With these there will be a list of current members of the Board and a note detailing those retiring, those eligible for re-election, any other vacancies to be filled, and the total number of vacancies.

2.2 Any Member may nominate any other Member to serve on the Board. Nominations must be signed by the Nominated Representative of the Member and the nominee for office must be a person with the necessary experience and skills to act as a Trustee, being either an officer of the Member Company or the Owner/Owning Company.

2.3 The nominee must formally indicate his acceptance of nomination by countersigning the nomination form. It is the proposer's duty to obtain this acceptance before sending the nomination to the chief executive. No nomination will be valid without such acceptance.

2.4 Nomination forms duly completed must reach the chief executive not less than 21 days before the Annual General Meeting, but he shall have discretion to prescribe an earlier closing date (to be stated on the form) provided that this is not more than 56 days before the Annual General Meeting.

2.5 Nominees are personally responsible, before accepting nomination, for ensuring that they would have the agreement and support of their employer for the discharge of Board duties were they to be elected.

### **3. Information regarding candidates**

3.1 Each candidate for the Board will be invited (but is not obliged) to send to the chief executive for circulation to Members a brief biographical note, and a statement, together not exceeding 200 words in length, summarising his reasons for standing, the contribution he hopes to make to the association's business through membership of the Board, and any views on matters relevant to the Association's business. This information should preferably be sent with the nomination form, but must in any case reach the Chief Executive within seven days after the close of nominations. Information received later will not be circulated to Members, but the candidate will not thereby be disqualified from the election.

3.2 The chief executive will send with the AGM agenda to every Member qualified to vote a list of candidates, together with the information supplied by candidates in accordance with the preceding paragraph.

### **4. Elections**

4.1 Voting will be by secret ballot. Those who are entitled to vote are the Nominated Representatives of Members and the holders of valid proxies. The Board may decide on the process of voting, for example by postal or electronic ballot.

4.2 If an election vote is conducted at a General Meeting, before the vote is taken the Chair of the meeting will invite each candidate, if present, to identify himself.

4.3 Before the election of the Board the chief executive will announce the number of vacancies to be filled, and accordingly the maximum number of votes which each voter may cast. The candidates elected will be those who receive the largest number of votes. In the event of a tie between two or more candidates for the last place on a postal or electronic vote, there shall be a run-off election between those candidates, which may be either conducted by postal or electronic means or taken at a General Meeting. In the event of a tie between candidates on a run-off vote, the chief executive shall decide on the toss of a coin.

4.4 Votes will be counted and the result announced by the chief executive before the conclusion of the Annual General Meeting. In the Board election the names only of those elected will be announced at the time.

### **5. Motions and procedures at meetings**

5.1 The Board shall draw up Standing Orders for General Meetings of the Association, and they shall be taken as adopted unless challenged by at least five Members, in which case amendments to Standing Orders may be tabled and debated at the Chair's discretion and their approval by the meeting by simple majority shall be a condition precedent to debate.

5.2 The Articles of Association define as 'special business' all matters transacted at a General Meeting with the exception of the consideration of the accounts and balance sheet, the reports of the Board and of the auditors, the election or dismissal of members of the Board, the election of other officers in the place of those retiring, and the appointment of and arrangements for the fixing of the remuneration of the auditors.

Under the Companies Acts, 'special business' means a motion which requires a 75% majority of the Members present and voting to be carried as a special resolution (abstentions do not count as votes against). A motion which constitutes 'special business' may be proposed by majority decision of the Board, or by 20 Members or 10% of the membership whichever shall be the fewer.

5.3 Following General Meetings, there will normally be Conference sessions, at which any two Members may propose a motion with a minimum of two hours' notice. The purpose of Conference motions is to air in debate any matter within the Association's objects on which Members have a view, and to convey to the Board the views of Members.

A Conference motion requires a simple majority to be carried as a Conference resolution, but such resolutions are not binding upon the Board or Members of the Association.

# S7. STANDING ORDERS FOR MEETINGS

## 1. The calling of meetings and adoption of standing orders

1.1 General Meetings. The Association has the duty to call an Annual General Meeting, and has the right to call an unspecified number of Extraordinary General Meetings.

1.2 Notice. Annual General Meetings and meetings called for the passing of a Special Resolution shall be called by twenty one days' notice in writing at least. Other meetings shall be called by fourteen Days' notice at least. In each case, the period of notice is exclusive of the day on which it is served or deemed to be served (which is 24 hours after dispatch by first class post) and of the day of the meeting for which notice is being given.

1.3 Other Meetings. The Association has the right to call such other meetings of Members as it thinks fit for conference, discussion, the dissemination of information or such other purposes as the Board deems suitable. These meetings, where they have the participation of Members in asking questions, in debate and similar activities, shall be conducted in accordance with the general rules and regulations laid down for the conduct of General Meetings except in relation to prescriptions for written notice and notice in writing of resolutions.

1.4 Adoption of Standing Orders. As a condition precedent to debate at any meeting, the Chair shall put to the meeting the proposal to adopt these Standing Orders. A motion to amend Standing Orders, duly proposed and seconded, shall be carried by a simple majority of Members present, but no motion may amend Standing Orders in a way which would conflict with the Memorandum and Articles of Association or with the Rules.

## 2. Procedure at general and other meetings

2.1 Chairs. All meetings, whether General or other, shall be conducted by a Chair, who shall normally be the Chair of the Association. In the absence of the Chair, the Vice-Chair or another member of the Board shall be appointed to chair the meeting.

If no other member of the Board is present, the members present shall appoint one of their number to chair the meeting.

2.2 Objections to Chairs. Objections to the nomination of a Chair, unless he/she be the Association Chair, must be made at the time of the appointment and before the business of the agenda has begun.

### 2.3 Duties and powers of chairs

a) The Chair of a meeting shall have the authority to conduct and the meeting according to the rules of the Association or, in the absence of prescription, according to his/her view of the proper conduct of Chairs meetings. In this, the Chair's interpretation is final. Points of Order may be used to bring to the Chair's attention matters relating to the conduct of business. The Chair may temporarily adjourn a meeting for consultation with individuals or groups on matters relating to the proper conduct of meetings, but having consulted, shall have the right to decide the issue without further challenge.

b) Normally the order of receipt of written motions will indicate the order of the items on the agenda, but the Chair may exercise discretion on the final order of an agenda for a given meeting.

c) The decision of the Chair shall be challenged only by a motion 'That the Chair do leave the Chair'. This motion, properly seconded, shall be put to the meeting forthwith and may be passed if two thirds of the voters present support it. If this motion is passed the Chair shall adjourn the meeting and leave the chair and business may not proceed until those present have properly installed another Chair. This motion, if applied to the Chair or Vice-Chair of the Association, applies only to a given meeting and does not oblige them to demit office. This does not debar members from raising points of order relating to the conduct of meetings.

d) All matters of motion, amendment or discussion and all other relevant business

shall be addressed to the Chair and shall be put to the meeting through the Chair.

#### 2.4 Motions, Amendments and Debate

a) Motions for General Meetings are subject to prescriptions relating to notice and being in written form, as set out in the M & A and the Rules. The Chief Executive will ensure that motions for General Meetings are in the hands of Members at least twenty-one days before the date of the meeting in the case of special business. The order of receipt of such motions does not confer on them priority for subsequent ordering of an agenda.

Motions for other meetings such as Conferences must meet such prescriptions as the Chair and Chief Executive may decide, having regard to the nature of the business in hand. The Companies Act define 'special business' as any business transacted at an Extraordinary General Meeting, and any business other than the statutory items transacted at an Annual General Meeting. A Special Resolution must be in correct form and proposed by 20 Members, or 10% of the membership, whichever is the lesser number, or by a majority of Board as the directors of the company.

b) Once proposed, a Motion may be formally seconded and opened to the floor for debate. A Member who formally seconds a Motion may reserve his right to speak later in the debate. A Motion which does not find a seconder shall not be discussed.

c) A Motion, properly seconded, may be the subject of amendment after introduction by the proposer. A Motion of Amendment must be proposed and duly seconded. A proposed and seconded Motion of Amendment must be debated and voted upon before the business in hand may proceed. Such motions of amendment must be in written form. The Chair may adjourn debate on an amendment while copies are made available to Members.

Only one amendment may be dealt with at a time. If such a motion of amendment fails, the original motion shall be the main business of the meeting. If such a motion is passed, the amended motion becomes the main business of the meeting, and the proposer of the amendment becomes the proposer of the substantive motion.

d) All amendments must be deemed by the Chair to be relevant to the motion under discussion.

e) No Member may move more than one amendment to any motion at the same time except in the case of composite motions where, at the discretion of the Chair, amendments from a Member relating to different components of the motion may be allowed.

f) Motions of Amendment may not themselves be the subject of further Motions of Amendment.

g) A Motion of Amendment may be withdrawn by the proposer and the seconder with the consent of the meeting.

h) A Member moving a motion or amendment may speak for no more than five minutes in support of it and after debate has the right to reply to Proposers questions or objections raised, strictly limiting his points to answering issues raised and introducing no new matters

i) As a general rule no participant in debate except the proposer shall take up more than two minutes in speaking in support of any proposal, except with the special consent of the Chair.

j) As a general rule no Member may speak more than twice in the debate of any given point of business, except to raise points of order.

k) On the conclusion of discussion, the Chair shall read the motion in its final form and proceed to a vote.

l) Motions which are adjourned shall have precedence over other business at the next meeting.

m) A motion 'That the question now be put' or 'That the meeting move to next business' may be put by any Member who has not spoken in the discussion. It is at the discretion of the Chair to allow such motions, provided that a reasonable time has been given to consideration of the existing business. Such a motion requires seconding, but it is not subject to amendment or debate. If either of these motions is rejected, no further motion of this sort may be raised in relation to the business in hand.

n) A Member may request that the components of a composite motion be voted on individually.

2.5 Entitlement to vote and speak at General Meetings Only Nominated Representatives of Member institutions in good standing, or their properly designated alternates or proxies, may vote, speak or take part in debate, or otherwise participate in General Meetings.

### **3. Rules relating to agendas and quorums**

a) All meetings, whether General or other, shall have an agenda. In the case of General Meetings, the agenda shall be known at the time of calling the meeting, whether twenty-one or fourteen clear days at least before the meeting, as the case may be. Agendas for other meetings shall be prepared by the date of the meeting. All agendas shall form the business of the meeting in question.

b) The inclusion of items on an agenda and the order in which they are presented is the responsibility of the Chair of English UK or the appointed Chair of the meeting and the Chief Executive.

c) The quorum for a General Meeting shall be as defined in the M & A, which is 20 Members or 10% of the membership, whichever is the lesser number at the time. Other meetings shall not be the subject of quorum restrictions.

(d) Where a meeting adopts minutes or reports of previous meetings, there will be an agenda item dealing with matters arising from the minutes. Where matters arising are listed as main agenda items, they will be deferred until the Chair calls them.

### **4. The reporting of meetings**

4.1 The Chief Executive of the Association (or in the absence of the Chief Executive, an officer or a Member of the Association nominated by the Chair) shall write the minutes of each General Meeting or a meeting convened for the passing of a Special Resolution. A copy of the minutes will be sent to each Member as soon as practicable after the meeting.

4.2 At meetings other than those referred to in 4.1, the Chief Executive will record the agenda and all reports or other documents which form part of the business of the meeting together with resolutions or motions raised, whether passed or not. This record will be for the information of the Board and for Members who wish to be informed. Minutes of such meetings will not be circulated to Members but will be retained by the Chief Executive for the information of Members and may be the subject of Newsflash information items or similar promulgation. The motions or resolutions of such meetings have advisory status only.

4.3 The minutes of General Meetings or meetings convened for the passing of a Special Resolution will be put to the next General Meeting and the Members will be asked to agree the minutes, which will then be signed by the Chair as a correct record of the meeting.

4.4 Any Member who was present at the General Meeting in question and who seeks to amend the minutes on the grounds that they contain an inaccuracy or a serious omission should raise the matter with the Chief Executive as soon as possible after the minutes have been circulated. The Chief Executive may consult the Chair and any other person who was present at the meeting and may discuss the amendment with the Member who proposed it.

4.5 Before the next General Meeting, any amendments that have been proposed shall be circulated to all Members, together with a brief explanatory note from the Member proposing the amendment and the comments of the Chief Executive, either stating that he agrees that the minutes should be so amended or giving reasons why, in his opinion, the amendment should not be made.

At the meeting, each proposed amendment will be put to Members for acceptance or rejection, but no debate will be permitted. No amendments may be considered other than those already notified and circulated. The meeting will then be asked to agree to the minutes, or the minutes as amended.

### **5. Conferences**

5.1 Conferences and similar meetings may be called by the Association and, as a general rule, such meetings will be conducted as General Meetings, except as provided for below.

5.2 At the discretion of the Chair, participants in debate at Conferences and similar meetings may be encouraged to speak for longer than is provided for in General Meetings and may participate more than twice in debate, if the Chair allows. Priority will be given by the Chair to Nominated Representatives or their properly designated alternates and others attending shall be called to speak at the absolute discretion of the Chair.

5.3 Motions for discussion in Conferences must be made available to the Chief Executive in writing by the proposers before the start of

the meeting. Such motions require a proposer and seconder, who should be the nominated representatives of Member institutions or properly nominated alternates.

These motions may be voted on at Conferences and passed by a simple majority, but they shall have advisory status only and shall be taken into consideration by the Board in its deliberations on the subjects referred to.

5.4 Attendance at Conferences and similar meetings shall be open to all Members of the Association and their guests, always provided that such guests are acceptable to the Chair, and that their presence and participation in the meeting are conducive to the good order and conduct of the Association's business.

5.5 Voting on Conference motions is restricted to delegates from Member organisations, casting one vote per attending Nominated Representative (who should be identified by a voter's card to be raised when a show of hands is required).

## **6. Suspension of standing orders**

6.1 The Chair may give permission for a motion 'That Standing Orders be suspended'. If, after being seconded this motion is passed by two thirds of those voting, the Chair shall suspend Standing Orders for a single item of business only.

## **7. General prescription**

No interpretation of the above Standing Orders shall be made which is contrary to the rules contained in the Memorandum and Articles of Association of English UK, nor which would bring the Association into breach of The Companies Act 1985 or any other part of the civil or criminal law of England.

# **S8. SUBSCRIPTIONS**

## **1. General provisions**

1.1 Every Member shall pay an annual subscription made up as follows:

a) A Basic subscription which is the same flat rate for the majority of individual centres. This is charged based on members' previous year student weeks figures submitted in their annual student data submission, e.g. 2018 data submission, 2017 student weeks data.

b) A Supplementary subscription based on student-weeks or, for state sector members, a proxy measure thereof based on teacher timetabled hours and a conversion factor for class size, related to all students who underwent English Language tuition on eligible courses held by the Member centre during the calendar or academic year prior to the subscription year. Data submitted should not include the student week calculation for new centres covered by a temporary extension of accreditation. The rates for subscription will be assessed in bands of student-weeks, to be agreed annually at a General Meeting or by postal ballot.

1.2 The subscription year shall be from 1 January to 31 December. Student-week declarations for the preceding year must be submitted within the deadline provided each year as part of the member centre's Annual Student Data Submission.

1.3 The Basic and Supplementary subscriptions for Members who join the Association after 1 January shall be calculated pro rata on the basis of complete months in membership for the remainder of the year after the date of admission into membership. New private sector Members will be required to pay all dues to the Association by direct debit.

1.4 Payment of all annual dues to the Association shall be by direct debit and is a requirement of membership. (See 3. Administrative procedures)

1.5 Any Member not providing the Association with the data submission figures within the deadline given in Section S3 will be charged for 110% of the number of student weeks declared the previous year.

## 2. Calculation of student weeks

2.1 One Student Week shall be calculated as one student undergoing not less than ten hours (600 minutes) of tuition in one week. (NB: periods of tuition less than ten hours (600 minutes) per week are excluded from this calculation.)

2.2 Reference to hours shall refer to 60 minutes of actual teacher-student contact irrespective of any division into lessons etc.

2.3 If English UK has reason to query a member centre's calculation of its student weeks total, it may commission an independent audit of the member centre's returns, and the member centre shall allow reasonable access to and provide all information requested by the auditor promptly.

If the member centre's student week returns are found to have been incorrectly calculated, the centre may be charged for the costs of the audit, and if the student weeks returns are found to have been significantly under-stated the member will be liable to be charged any applicable higher rate for the supplementary subscription for the year in question, but not retrospectively. If the returns are found to have been calculated correctly, English UK shall pay for the audit.

## 3. Administrative procedures

3.1 For private sector Members, invoices for the basic subscription shall be issued in January/ February each year. Invoices for supplementary subscriptions and Accreditation UK scheme fees shall be issued in June/ July each year.

Payment shall be made either by direct debit over a set of dates to be notified to Members or, for pre-existing members only (who chose not to pay by direct debit when this was introduced in 2001), by cheque/BACS within 28 days of invoice.

The Association reserves the right to impose a late payment surcharge of 2% over Bank Base Rate on late payers (over 60 days).

3.2. For state sector Members, invoices for the basic subscription and supplementary subscription shall be issued in the first quarter of each year. Invoices for Accreditation Scheme fees shall be issued in the second quarter of each year. Payment shall be made by cheque/BACS. Payments received later than 60 days from the date of invoice will be subject to a late payment surcharge of 2% over Bank Base Rate.

3.3 Groups consisting of more than one Member in the same ownership may choose to pay their basic subscription on a group basis and a single supplementary subscription calculated by adding together the student weeks of all the Member centres in the group, provided that an application to be treated as a group has been made in January and a valid direct debit mandate for the payment has been made and lodged with the Association office by the end of February.

The chief executive has discretion to decide what arrangements constitute a "group" and continue to constitute a group for the purposes of this regulation. Should a group withdraw its direct debit mandate, its individual centres will be assessed separately for their supplementary subscriptions.

3.4 In the case of new Members, the basic subscription is due for payment within 28 days of invoice following their admission to membership, with the supplementary subscription due within three months or by 31 December whichever is the shorter period.

New Members may pay their supplementary subscription in instalments by direct debit by arrangement with the Chief Executive. Membership will not be confirmed until payment of the basic subscription has been received.

3.5 The Student Emergency Support (SES) scheme shall be administered by the Chair, Vice-Chair and the Chief Executive. Total payments in respect of any one closure shall not exceed one third of the balance held in the Fund at the time of that closure (or if a previous closure is still being dealt with, of the balance less the estimated total of payments remaining to be made in respect of that previous closure).

The annual contribution to the Fund from the Association's general income shall be calculated by reference to an estimate of the required funds to maintain the SES scheme at the target amount agreed by the Board for the forthcoming year.

3.6 The Association has arranged a block scheme for payment of Copyright Licensing Agency fees, which gives Members a discount off the fee they would pay by dealing directly with the CLA. The fee is based on student weeks.

For private sector Members, this will be calculated after the annual student data submission are filed and will be collected by

direct debit at the same time as supplementary subscriptions and Accreditation scheme fee. (For state sector Members, the CLA fee is paid per capita by the parent institution.)

The CLA discount will apply to new centres temporarily covered by an extension of accreditation only if their student weeks have been declared as part of the data submission of another member in the same group.

#### 4. The Accreditation UK scheme fees

4.1 Every Member, including centres covered by a temporary extension of accreditation, shall pay to the Association an annual fee for its participation in the Accreditation UK Scheme (the Scheme). These fees are remitted by the Association to the British Council and contribute to the cost incurred by that organisation in administering the Scheme. They do not cover costs of inspection which are charged to institutions directly by the British Council.

4.2 The Scheme's fee year shall be as set by the Accreditation Scheme Executive Board.

4.3 The annual rate of the fee shall be agreed in advance between the Association and the British Council.

4.4 Invoices for Scheme fees shall be issued in June/July together with the Supplementary Subscriptions for private sector members and in the first quarter of the year for state sector members. Payment shall be made either by direct debit or in full within 30 days of invoice. The Association reserves the right to impose a late payment surcharge of 2% over Bank Base Rate on late payers (more than 60 days overdue).

4.5 A new Member of the Association must provide evidence that it has paid its Scheme annual fee as a non-member of the Association from the date of its Scheme membership.

4.6 If membership is terminated forthwith by the Association under any of the provisions (except for sub paragraph b) of regulation 5.1 of Section I the member will nonetheless be liable to pay the Association its Scheme fee for the current year.