ENGLISH UK RULEBOOK

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Introduction

This document explains the rules that English UK member centres must adhere to. It explains English UK's management structure and processes relating to membership admission and subscriptions, rights and obligations of membership, suspensions and terminations, board elections, meetings, customer protection and the settlement of disputes.

References in this document to 'members' shall be deemed to refer to language school member centres and language school associate members unless otherwise stated. However sections 7 and 8 apply to member centres accredited by Accreditation UK only, with the exception of sections 7.2.3 and 7.5.

The rules are binding on members so all members should make sure they familiarise themselves with them.

The rulebook is controlled by English UK's board of directors. Any changes made will be communicated to the members after agreement with the board.

References are made in the rulebook to English UK's Articles of Association. The Articles are a constitutional document required by all limited companies registered in the UK. The English UK Articles of Association contain rules about running the company as agreed with English UK's board of directors and the chief executive. The Articles can only be changed by the members in general meeting.

If you have any queries or require clarification on anything in the rulebook, please contact the English UK team on membership@englishuk.com.

Contents

1	English UK mission, vision and values, and charitable objects	Page 4
2	Membership and admission	Page 5
3	Subscriptions	Page 7
4	Rights and obligations of membership	Page 9
5	Code of practice	Page 11
6	Suspension or termination of membership	Page 13
7	The management, structure and officers of English UK	Page 16
8	Elections and meetings	Page 20
9	Consumer protection	Page 23
10	Disputes	Page 25

1. English UK mission, vision and values, and charitable objects

English UK is the national association of accredited English language teaching centres in the UK. We lead, represent and support our membership community to achieve its full potential.

Mission

Our mission is to harness the collective energy of our membership to champion and advance UK ELT.

Vision

Our vision is for a UK English language teaching sector that transforms lives through learning and intercultural understanding.

Values

Community - We can do more together than we can alone. We celebrate and support each other

Inclusivity - Everybody belongs in UK ELT. We embrace diversity and value everyone's perspectives and contributions to our community.

Integrity - We are accountable for our actions and inactions. We treat everyone with respect, honesty, professionalism and understanding.

Responsibility - We prioritise the safety and wellbeing of our students, staff, colleagues, partners, peers and communities.

Sustainability - We believe in turning UK ELT green to help protect our planet, build hope and secure our future.

Charitable objects

English UK is a registered charity, whose objects are to advance the education of international students in the English language, in particular by:

- Promoting the teaching of the English language
- Promoting the pursuit of excellence in professional standards in all aspects of the provision of courses in English language
- Maintaining a rigorous system of accreditation of courses in English language, based upon independent inspection and consistent standards
- Promoting the accredited courses in the English language provided by the charity as the preferred choice of students.

2. Membership and admission

2.1 Membership

2.1.1 In this section, the word 'accredited' means accredited by any UK government recognised accreditation body.

2.1.2 A member is an accredited English language teaching operation located within the United Kingdom, the Channel Islands or the Isle of Man ('the Territory').

2.1.3 If an organisation runs several operations which are accredited as a single entity, they will be one member. If they are separately accredited, they will be separate members.

2.1.4 Members may be owned by a corporate body, trust, public body, partnership or individual sole trader. They vary in size from small individual operations to large groups or language teaching departments of universities and further education colleges.

2.1.5 A member must seek accreditation for any operation it runs which is eligible for accreditation. If it starts a new operation that is eligible for accreditation it must seek such accreditation within a year.

2.1.6 Where more than one accredited establishment is ultimately controlled by the same legal entity, all the accredited establishments owned by that legal entity (a 'group') must be in membership of the association.

2.1.7 A member may not simultaneously run accredited and non-accredited English language teaching operations in the UK. However it may run associate member language schools alongside its other membership(s). In this case, fees will be collected under the usual group rules. An exception will be made if the directors/ trustees consider the teaching operations are named and sold in a way that clients are unlikely to think the operations are connected.

2.1.8 No member may use a trading name which in the opinion of the directors would be likely to cause confusion with the name of an existing member or the name of a national or regional subgroup or special interest group approved by the directors.

2.1.9 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 be eligible for English UK membership (with access to benefits such as use of the logo and Copyright Licensing Agency discounts) as an extension of the parent company until it has gained accreditation in its own right.

2.1.10 Where a member is being represented by an individual (for example at a meeting) the word 'member' may naturally apply to that individual.

2.2 Admission process

2.2.1 Applications for membership by accredited centres must be made to the chief executive in a form agreed by the directors.

At each directors meeting the chief executive will report on applications for membership. The directors will decide by majority vote whether to admit applicants into membership of the association. The directors may reject an application if they feel that it does not conform to the qualifications for membership in section 2.1 of the rulebook. If the directors reject an application they must give reasons to the applicant. There is no appeal against this decision but the applicant may reapply if they believe that the impediment to its membership has been removed.

2.2.2 Where they are satisfied that an application is straightforward, the chair and vice-chair of the board of directors may admit a new member without waiting for a directors' meeting, provided they have circulated the details of the application to the rest of the directors for comment, and consulted the chief executive, and no serious objections have been raised.

2.2.3 A former member will only be readmitted into membership after it has paid any debts to the association outstanding at the time it left. This provision will apply even if the former member has undergone a change of ownership or control.

2.2.4 Where a proposed new member is owned by the beneficial owner of a former member which left the association with outstanding debts, it will normally be necessary for those debts to be paid before the new member is admitted. In this situation new members must be admitted by the full board of directors.

2.3 Associates

2.3.1 Honorary associate. An honorary associate is a person of distinction, recognised for their service to English UK and/or its predecessors. Honorary associates are elected (and may be removed) by the membership at a general meeting. Honorary associates may attend meetings of the association but do not have voting rights. They do not pay a subscription fee.

2.3.2 Corporate associate. A corporate associate is an organisation which provides significant services to members and whose standing has been recognised by the directors. Corporate associates pay a fee determined by the directors. Corporate members may attend meetings of the association but do not have voting rights.

2.3.3 Associate member. An associate member is an English language teaching operation located within the United Kingdom, the Channel Islands or the Isle of Man ('the Territory'). It is not accredited by Accreditation UK but is otherwise an 'accredited institution' as defined by the UK Government. Associate members have their status approved by the Board of Trustees and pay a subscription fee to access the full benefits of membership. Associate members may attend meetings of the association but do not have voting rights.

2.3.4 Honorary associates, corporate associates and language school associates may sometimes be informally referred to as 'honorary members', 'corporate members' and 'associate members'. The use of the word 'member' does not imply that these persons or organisations have legal membership of the association or acquire any of the rights associated with that.

Also see the Articles of Association of English UK Ltd (article 2 - members)

3. Subscriptions

3.1 Subscriptions

3.1.1 Every member must pay an annual subscription made up as follows:

a. A basic subscription. Most members pay a standard base rate fee. Members with very small operations are eligible for reduced rates.

b. A supplementary subscription based on the aggregate of full-time and part-time student weeks. A part-time student week is charged at 50% of a full-time student week. Only student weeks for which a fee is charged should be included.

State sector members who are unable to provide student week data may use a figure based on teacher timetabled hours and a conversion factor for class size.

A student week can be either full-time or part-time, based on the number of hours of study per week, see section 3.2.1.

Where a member has applied for a temporary extension of accreditation for a newly opened centre, it must include the student weeks for this centre with their declaration.

The rates for subscription are set by the members and will be assessed in bands of student weeks, to be agreed annually at a general meeting or by electronic ballot.

3.1.2 The subscription year is 1 January to 31 December. Student data figures must be submitted as part of the member centre's annual student data submission.

3.1.3 Subscriptions for members who join the association after 1 January are calculated based on complete months in membership for the remainder of the year.

3.1.4 Any member not providing the association with student data figures will be charged 150% of the number of student weeks charged the previous year.

3.1.5 If applicable, in addition to the membership subscription, members must pay:

a. an annual fee for participation in the Accreditation UK scheme, set by agreement between English UK and the British Council;

b. a fee for participation in any group discount schemes agreed between English UK and any external bodies (e.g. Copyright Licensing Agency).

3.2 Calculation of student weeks

3.2.1 One full-time student week is defined as one student taking ten or more contact hours per week. One part-time student week is defined as one student taking fewer than ten contact hours per week.

3.2.2 An hour is defined as 60 minutes of actual teacher-student contact.

3.2.3 Only taught English as a foreign language contact hours need to be declared.

3.2.4 English UK may commission an independent audit of a member centre's returns at any time. The member centre must allow reasonable access to its records and provide all information requested by the auditor within the time frame given.

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 week returns are found to have been significantly understated the member will 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 will pay for the audit.

4. Rights and obligations of membership

4.1 Member rights

Members fulfilling all membership obligations are entitled to the rights given by membership of English UK, which include:

4.1.1 The benefits conferred upon members by the Articles of Association of English UK Ltd.

4.1.2 The right to attend meetings of the association and to vote. Associate members can attend these meetings but cannot vote.

4.1.3 The right to attend training days, qualification courses, conferences and promotional events organised by English UK (which may, or may not, attract an extra charge).

4.1.4 Promotional support such as a listing on the English UK website and a link from it to their own website.

4.2 Member obligations

All members must:

4.2.1 Respect and comply with the English UK mission, vision and values (see section 1 of the rulebook), and its Articles of Association and rulebook, particularly the code of practice in section 5, which must be published by members on their website and made freely available to students and partners.

4.2.2 Further, to the best of their ability, the objects, interests and influence of the association.

4.2.3 Deal in an honest and fair manner with the association and other members.

4.2.4 Avoid any action or public statement which purports to speak on behalf of the association or which would bring the association or other members into disrepute.

4.2.5 Always follow the English UK brand guidelines when using the English UK logo and claiming membership of English UK.

4.2.6 Reject native-speakerism and refrain from promoting this discriminatory belief through their practices. This includes: not promoting the hire of native-speaker-only teachers in their recruitment advertisements; not referencing native-speakerism in their publicity channels; not promoting native-speakerism in online or face-to-face meetings with agents, students, their parents or other clients.

4.2.7 Complete and return an annual student data submission, which will include:

a. A declaration that they continue to uphold the association's rules,

b. For private sector members, a going concern declaration from the organisation's auditors, or, if there is no audit, from the member's accountants.

c. Reliable information on student numbers and student weeks, in a form to be determined by the directors.

4.2.8 Pay all fees and other dues on time.

4.2.9 Follow the English UK complaints procedure and comply with any ruling of the English UK ombudsman.

4.2.10 Notify English UK within 21 days of any change to their name, legal structure, ownership, effective management control or premises, and any substantial change in the courses offered. members are strongly advised to seek advice from the association before they make any changes of this sort so they are aware of any possible consequences.

4.2.11 On their website, provide a means of contacting their management and include a link to English UK.

4.2.12 Ensure that where they have a close association, or common ownership, with non-accredited schools or centres, those organisations do not imply membership of English UK.

5. Code of practice

The code of practice must be published by members on their website and made freely available to students, agents and partners.

Every member promises to:

5.1. General

5.1.1 Ensure that its standards meet the requirements of their accreditation scheme at all times.

5.1.2 Comply with all applicable laws and regulations.

5.1.3 Adhere to English UK's values: community, inclusivity, integrity, responsibility, and sustainability.

5.1.4 Ensure that all staff are actively informed of and have ready access to their accreditation scheme handbook and English UK rulebook.

5.2 Trading practice

5.2.1 Conduct its business in a manner which will reflect high standards and bring credit to English UK.

5.2.2 Promote and provide its services in an honest and ethical manner, only offering facilities and services which it is fully able to deliver.

5.2.3 Deal honestly and fairly with suppliers of services, with partners, and with other English UK members. 'Partners' in this code means any organisations the member works with when recruiting students.

5.2.4 Make clear agreements with partners and honour them.

5.2.5 Before confirming a course, give students or partners a clear statement of all fees and charges and of the terms of contract. Include its rules for refunding money paid in advance, if students cancel or shorten their course. Centre directors will retain their rights in this matter but will exercise them with sensitivity.

5.2.6 Honour undertakings given to students or partners in detail and in spirit.

5.2.7 Where a student has enrolled through a partner, respect that partner's commercial position in relation to the booking and possible extensions.

5.2.8 Try to ensure that partners always pass on true and accurate information to their clients and ensure that partners have regularly updated and accurate information about its courses and other services.

5.2.9 Only authorise partners to use the English UK logo when they are promoting a centre which is a member of English UK.

5.2.10 Prioritise good communication with students and partners.

5.2.11 Respect all agreements for the confidentiality of negotiations with partners and clients.

5.2.12 Not knowingly make false or misleading statements about competitors or partners.

5.2.13 Confirm in writing significant variations from the services advertised.

5.2.14 Ensure that its public liability insurance cover is adequate for all activities undertaken.

5.3 Feedback and complaints

5.3.1 Obtain, analyse and follow up feedback from all clients and from partners.

5.3.2 Make known to students both its internal complaints procedure within the centre, and external complaints procedures, in a form agreed by the directors.

5.3.3 Make every effort, in dealing with complaints:

a. to understand the grounds of complaint as they appear to the complainant

b. to give full consideration to the complaint

c. to satisfy the complainant if the complaint is justified

d. if the complaint is justified, take steps to ensure that the problem does not recur

e. to explain the reasons to the complainant if the member feels that no action should be taken.

6. Suspension or termination of membership

6.1 Voluntary termination of membership:

6.1.1 A member may resign from the association by giving three months' written notice of resignation to the chief executive. This can be done at any time.

6.1.2 An honorary associate may resign at any time by giving written notice to the chief executive.

6.2 Imposed termination of membership

Subject to directors decision, a member will cease to be a member in any of the following circumstances:

6.2.1 If it loses accreditation under their accreditation scheme; unless the loss of accreditation is only a temporary suspension or is pending a decision on withdrawal;

6.2.2 Subject to rule 6.2.4 below, if being a company or controlled by a company any of the following occur:

a. 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

b. it has an application made under the Insolvency Act 1986 to the court for an appointment of an administrator

c. it 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

d. it 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

e. its name is struck off the register of companies.

6.2.3 Subject to 6.2.4, below, if being an individual any of the following occur:

a. they are deceased

b. they become bankrupt

c. they make a composition or arrangement with their creditors

d. they have a proposal for a voluntary arrangement for composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986.

6.2.4 if the events in 6.2.2 or 6.2.3 occur, the directors at their discretion may defer the termination of membership for a period of up to 12 months, at the end of which the directors will review the matter and either notify the member that membership is no longer in question or implement the termination. Such discretionary deferral may be made retrospective to the date of the event which triggered the deferral.

6.2.5 If a member's accreditation is suspended its membership of English UK will also be suspended.

6.3 Action in case of non-compliance with the obligations of membership

6.3.1 If a member:

a. refuses to carry out in full the terms of a judgement made by the English UK ombudsman, or

b. withdraws a direct debit mandate or falls into arrears in the payment of all or any part of its subscription or other dues to the association, and fails to remedy this within three months of notification, or

c. twice within a period of three years is in breach of any of the rules in the rulebook and refuses to remedy the breach.

The directors must consider the position at their next meeting (but see rule 6.3.4 below). They have these options:

6.3.2 Place the member under probation. membership is not affected. The directors will inform the member what it must do to remedy the situation. At its next meeting the directors will:

a. reinstate full membership, or

b. continue the probation to the next meeting, or

c. suspend membership, or

d. terminate membership.

6.3.3 Suspend the member. The member temporarily ceases to enjoy the benefits of membership but must continue to pay its subscription fees. The directors will inform the member what it must do to remedy the situation. At their next meeting the directors will:

a. reinstate full membership or

b. terminate membership.

6.3.4 Where action is necessary before the next directors meeting, the chair and vice-chair may take any of the above actions provided that they have circulated the details of the case to the rest of the directors for comment and consulted the chief executive, and have taken any representations into account.

6.4 Conditions for decisions and appeals

Where action is taken under section 6.2 or 6.3 of the rulebook, the following conditions apply:

6.4.1 A resolution will only be valid if it is passed by a two thirds majority of the directors present, who must be not less than two thirds of the membership of the board.

6.4.2 A director of English UK whose member organisation is subject to this action must leave the meeting during the discussion and may not vote.

6.4.3 Subject to the right of appeal set out below, the decision of the directors will be final but the directors must give reasons for their decision.

6.4.4 The decision will only be valid if the member concerned has been given at least seven days' notice in writing of the meeting of the directors. The member may attend the meeting to respond to the case against them.

6.4.5 Immediately the resolution has been passed, the association will notify both:

a. the member

b. Accreditation UK, if applicable (which will be kept informed of any appeal process).

6.4.6 The member may appeal against the decision of the directors. It must give notice of this to the chief executive within seven days of the date upon which notice of the resolution is deemed to have been served (see rule 6.4.5 above)

6.4. 7 The appeal will be considered by an appeal committee convened for this purpose.

6.4.8 The appeal committee will consist of the following membership:

a. The English UK ombudsman or, if that person is not available, a neutral chair acceptable to all parties

b. One person chosen by the directors

c. One person chosen by the member concerned

d. Two members chosen at random.

6.4.9 All members of the appeal committee must accept an obligation to hear the evidence objectively and form a fair opinion.

6.4.10 The committee will consider all the evidence it deems relevant. The member may make representations both in writing and in person.

6.4.11 The appeal committee may annul the decision of the directors by majority vote.

6.4.12 If a member exercises its right of appeal under this section, its membership will be suspended while the appeal procedure operates.

6.5 Effects of termination of membership

6.5.1 A member whose membership is terminated for any reason will immediately cease to enjoy any of the privileges or benefits of membership and may not claim or imply continuing membership. The member must honour all obligations incurred and undertakings given to the association up to the date membership was terminated.

6.5.2 No subscription fees paid to the association will 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's fees will be adjusted so that the total due is 50% of the annual fees.

Also see the Articles of Association of English UK Ltd (article 2 - members)

7. The management, structure and officers of English UK

This section concerns the roles, powers and responsibilities of members, the board of directors, the chair, vice-chair and association staff.

7.1 Members

7.1.1 The members elect the directors and exercise control through general meetings.

7.1.2 Only the members, in a general meeting, may change the Articles of Association of English UK Ltd.

7.1.3 Members have specific rights and obligations as laid out in section 4 of the rulebook and are required to follow the code of practice in section 5. Members are also expected to be supportive of the work of the association in general.

7.2. The board of directors

7.2.1 The role of the directors:

a. As a Company Limited by Guarantee the association is managed by a board of directors, with powers and responsibilities given to them by the Articles of Association and UK company legislation.

b. Since the association is registered as a charity, the directors are also trustees of the charity with additional duties under UK charity legislation.

c. The directors are responsible for the overall strategy, policies and activities of the association.

d. The directors control the rulebook, which regulates all operational matters and gives the directors certain powers and responsibilities.

e. The directors are responsible for the appointment of the chief executive and for their job description.

f. The directors are responsible for monitoring the implementation of the agreed plans by the executive and for the performance of the chief executive.

g. The directors are responsible for overseeing the appointment of the third English UK representative on the Accreditation UK executive board, in addition to the chief executive and the chair of the board of directors.

7.2.2 The composition of the board:

a. The board has between 10 and 12 directors, including the chair and vice-chair.

b. Directors serve a three-year term, taking office at the AGM immediately following their election and vacating office at the AGM three years later. They may serve more than one term, but after a director has served six years – either continuously, or cumulatively within a nine-year period – they must retire for at least two years before they are eligible for re-election. The time someone serves as chair and vice-chair is not included in calculating the time they may serve as a director, nor is any time that they may have served as a co-opted director if that time is less than a full three-year term.

c. Subject always to the over-riding requirement for directors to have the necessary skills and expertise to run it, representation and diversity are important to the association, which benefits from the involvement of a wide range of members in its activities: different sorts of organisation, from different parts of the country, represented by a diverse variety of individuals with a good gender balance.

d. The board has a standing Representation, Inclusion, Diversity and Engagement Committee (RIDEC), chaired by the vice-chair, which seeks to ensure that as many types of organisation and individuals as possible are included on the board and association committees and that members from every background are involved in association activities.

e. For the directors, the representation committee does this in two ways: by encouraging a wide range of candidates for directors' elections and by reviewing the composition of the board after elections have taken place and recommending, where necessary, that the board co-opt one or two directors to broaden the board's composition (see rule 8.1.7). These co-opted directors may be drawn from the pool of associate members if desired.

7.2.3 Association committees:

a. Association committees help to develop policies and activities in areas of interest and importance. These may be set up by the directors or by the executive team.

b. These areas might include finance, public affairs, professional development, market development, sustainability and environmental awareness, diversity and inclusion etc.

c. The association will designate committee chairs who may be – but need not be – directors. Committees will draw up objectives and strategies, meet as appropriate and regularly report on their activities.

d. Membership of a committee is controlled by its chair, but the objective should be to involve members and associate members and to represent the range and diversity of the association as much as possible. All members of English UK are encouraged to get involved In committee work, which increases the number of members actively involved in the association's affairs and may be a useful way for individuals to build the confidence to stand for election as directors.

e. Association committees should not be confused with sub-committees of the board of directors, authorised to exercise directors' powers under delegation (see article 35 of the Article of Association).

7.3 The chair and vice-chair

7.3.1 The chair, elected from their number by the directors, leads the board and chairs its meetings.

7.3.2 The chair is the primary point of contact between the directors and the chief executive.

7.3.3 The chair's job description is agreed by the directors. It will include a range of responsibilities including representing the association externally.

7.3.4 The chair serves in office for two years. They are elected two years before they become chair and spend these years as vice-chair/ chair-elect. There is therefore an election for chair every second year.

7.3.5 The vice-chair deputises for the chair when the chair is unavailable.

7.3.6 The vice-chair's job description is agreed by the directors.

7.3.7 There is no need to elect the vice-chair as this office is always held by the incoming chair-elect.

7.4 The association staff

7.4.1. The association staff are led by a chief executive, appointed by and responsible to the directors and responsible for all operational matters.

7.4.2. The association staff are appointed by, and responsible to, the chief executive although it is expected that the chief executive will involve the chair and/ or the directors in the more senior or sensitive appointments.

7.4.3. A director may apply for a position on the association staff, on the following conditions:

a. They play no part in either the recruitment process or any board affairs during the recruitment period;

b. If a director is a candidate, the recruitment process, including any interviews, is managed by an appointment panel chaired by someone external to the association with a majority who are not directors.

c. If they are appointed to a position on the association staff, they resign from their position as directors.

7.4.4 The association staff provide a range of services in line with the overall strategy, policies and programmes set by the directors.

7.4.5 The chief executive will report to the directors in a form, and at intervals, to be specified by the directors.

7.5 Special interest, national and regional subgroups

7.5.1 Special Interest, national and regional subgroups approved by the directors are encouraged by the association, which welcomes their input into its strategy and development.

7.5.2 The operation of these subgroups is subject to approval by the directors and is subject to guidelines which the directors will make available.

7.5.3 These groups may cover geographic regions, course types (e.g. age, seasonal patterns, specialised course content), institutional characteristics etc.

7.5.4 All members who qualify for inclusion in a group are encouraged to join it, to strengthen it. Associate members may also join these groups if they wish to do so.

7.5.5 All these subgroups are encouraged to elect representatives, and to hold regular meetings to discuss subjects of importance to them.

7.5.6 These subgroups are strongly encouraged to ensure that when there are elections for directors (see section 8 of this rulebook) there are candidates who reflect their priorities and concerns.

7.5.7 At least once a year the association will convene a meeting at which representatives from special interest, national and regional subgroups can raise subjects of concern.

7.5.8 The directors will ensure that the matters raised in these meetings are included on the agenda of the next directors' Meeting and will feed comments back to the groups that raised them.

7.6 English UK Enterprises Ltd

7.6.1 English UK Enterprises Ltd is a wholly owned subsidiary of English UK Ltd, set up to manage some commercial activities of the association, such as StudyWorld.

7.6.2 As a separate company English UK Enterprises Ltd has its own board. There may be some representation from the main board of English UK but there will also be other directors, selected for their commercial knowledge and experience.

7.6.3 English UK Enterprises Ltd may advise English UK on any matters within its expertise.

Also see the Articles of Association of English UK Ltd (article 4 - 10)

8. Elections and meetings

8.1 The process of choosing directors

8.1.1 Ten directors are elected by the members.

8.1.2 In any given year there may or may not be a need to elect new directors, depending on whether any directors are retiring.

8.1.3 Eligible candidates:

a. Any member or associate member may nominate any other member or associate member to serve as a director.

b. Candidates for directors must be a senior employee or director either of the member company or the owner/ owning company and must demonstrate that they have the support of their employer to serve.

8.1.4 Other matters relating to candidates:

a. The representation, inclusion, diversity and engagement committee, RIDEC, should try to ensure that as wide a range of candidates as possible stands for election. (see rule 7.2.2)

b. In defining gender an individual is judged by the gender in which they customarily live and present themselves.

8.1.5 Assuming elections are required, this is the timetable:

a. Not less than 56 days before the date of the annual general meeting the chief executive will make available to all members forms for the nomination of candidates as a director. With these there will be a list of current directors and a note detailing those retiring, those eligible for re-election, any other vacancies to be filled, and the total number of vacancies.

b. Not less than 42 days before the annual general meeting, completed nomination forms, signed by both the proposer(s) and the nominee, must reach the chief executive.

c. Not less than 35 days before the annual general meeting each candidate must provide a brief biographical note, a statement and/ or video in support of their candidacy. This information will be circulated to members.

d. On or around 24 days before the annual general meeting a virtual meeting will be held at which candidates will be introduced to the membership and may answer questions.

e. On or around 21 days before the annual general meeting, voting, which is electronic, will open. It will close 14 days before the annual general meeting. All members in good standing may vote.

8.1.6 The voting process:

a. The voting papers will state the number of directors to be elected.

b. The alternative vote system of proportional voting is used.

8.1.7 After the vote:

a. If there is a tie between two or more candidates for the last place, the representation committee will select the candidate who, in its opinion, best complements the rest of the board. Where neither candidate offers any advantage in this respect, the chief executive will toss a coin to decide.

b. After the directors have been elected, the representation committee will review the composition of the board to see whether it reflects the wide-ranging character of the association.

c. If the representation committee decides it falls short, particularly in representing geographical and ownership considerations, courses offered, or in gender balance, they may recommend to the directors that they co-opt up to two directors to broaden representation and diversity. The committee can recommend co-opting one or more directors who are not a senior employee, director or owner of an English UK member centre.

d. Directors co-opted in this way serve one year and rank equally with elected directors. They may be reappointed for up to three years.

e. The voting numbers will remain confidential but the rationale behind the co-option of any other directors will be published to the membership.

f. Where changes have occurred, the chair and the new board composition will be finalised in advance of the annual general meeting, at which as many of the successful candidates as possible will be introduced to the membership.

8.2 Resignation or removal of elected officers

8.2.1 If the chair resigns or is in some other way unable to continue in office (for example because they no longer meet the qualification criteria specified in rule 8.1.3b), the vice-chair will take over as chair and the directors will bring forward the election of the next chair. The new chair and vice-chair will serve until the next AGM and then for the following two years.

If a vice-chair becomes unavailable the directors will elect one of their number to act as vice-chair and that person will take over the role of chair on the expiry of the term of the existing chair.

8.2.2 A director, or chair/ vice-chair, may be removed from office under the provision of article 15 of the Articles of Association of English UK Ltd.

8.3 Meetings of members

8.3.1 Only members in good standing may attend and vote. 'In good standing' means not suspended (see rule 6.3.3) or in debt to the association.

8.3.2 The member will be represented at meetings of the association by its primary contact, who is a senior person notified to the association by the member as its representative. Centres which are temporarily covered by an extension of accreditation will be represented by the parent centre's primary contact. Associate member primary contacts can attend these meetings but cannot vote.

8.3.3 A group owning a number of schools or centres will have one vote per accredited member centre. If more than one school in the group has the same primary contact, that person will therefore have one vote for each centre. Centres which are temporarily covered by an extension of accreditation will be represented by the parent centre's primary contact and will not have a separate vote.

8.3.4 Only primary contacts may vote at general meetings. Others may attend such meetings by arrangement with the chief executive and subject to the agreement of the chair.

8.3.5 The directors will draw up standing orders, which will apply to all general meetings of the association.

8.3.6 Unless something is defined as 'special business', requiring a 75% vote, all matters transacted at a general meeting are decided by a simple majority.

8.3.7 Following general meetings, there will normally be conference sessions, at which any two members may propose a motion. To allow adequate time for debate, motions should be submitted one week before the meeting. A motion presented with at least two hours' notice will be discussed, but only very limited time may be available for motions presented at short notice.

Conference motions are not binding on the directors or members of the association.

8.3.8 The association will produce and publish minutes of all meetings of members. A member who wishes to challenge the minutes should notify the chief executive as soon as possible after the meeting. The chief executive will discuss the matter with the chair and anyone else they deem relevant and may conduct an electronic poll of those attending in order to produce a definitive record.

8.4 Meetings of the board of directors

8.4.1 The directors meet at least four times a year at times and places within the UK which it chooses or online.

8.4.2 The directors, via the chair, may invite members, associate members or other persons chosen for their expertise to attend its meetings, or part of meetings, as observers or contributors.

8.4.3 The directors 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.

8.4.4 The association will produce minutes of all meetings of the board for internal purposes. A version omitting matters of a sensitive or confidential nature will be published to the membership.

Also see the Articles of Association of English UK Ltd (articles 10-38)

9. Consumer protection

9.1 Complaints made against a member by a student or their representative

9.1.1 All members must have a formal complaints procedure which is well publicised, easy for students and agents/ partners to access and managed with fairness and goodwill.

9.1.2 If a student or agent/ partner is not satisfied by a member's response to a complaint, they have a right to use the association's complaints procedure.

9.1.3 Members must follow the association's complaints procedure (available on request). In particular they must:

a. Respond within three weeks when the association asks for a response to a complaint.

b. Co-operate in a timely manner with the association's ombudsman as the complaint is investigated.

c. Follow the ombudsman's ruling if the complaint is upheld.

9.2 Arrangements to assist students affected by a member's closure

9.2.1 If a member closes, the association tries to help any students who have lost fees paid for courses, accommodation etc.

This help for students takes two forms:

1. At the request of English UK, members are expected to share responsibility for providing suitable alternative accredited English language courses where possible, at no additional cost to the students.

2. The association staff will manage a Student Emergency Support (SES) scheme which can be used to provide emergency assistance to students affected by the closure of a member.

This assistance may consist of:

a. making a contribution to accommodation expenses (particularly in the period immediately following the closure) where advance payment for accommodation has been lost

b. assisting with the cost of travelling if the alternative course provided is at a distance from the premises of the closed member

c. assisting with the cost of travel to a station, port or airport at the end of the student's course

d. any other appropriate support, at the association's discretion.

SES funds are not used to pay course fees for students taken in by members.

Members supporting the association by providing places for students will be acknowledged in the annual report or other association publicity.

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

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

9.2.4 Where a member has several branches and closes one of them, it will normally be expected to make internal arrangements to offer alternative courses to students affected.

10. Disputes

10.1 If a dispute arising out of membership of English UK occurs between:

a. any of the members, or

b. any member or members and English UK

the parties must try as far as possible to resolve it by mutual agreement and goodwill.

10.2 If the parties to the dispute are unable to resolve the matter by discussion, the matter may be taken to the directors.

10.3 If the directors believe that the parties are unlikely to solve the problem by mutual agreement, it may appoint an arbitration committee to find a solution.

10.4 The arbitration committee will consist of the following membership:

a. the English UK ombudsman or, if that person is not available, a neutral chair acceptable to all parties

b. one person chosen by the member making the complaint

c. one person chosen by the other member, or the directors, as appropriate

d. two members chosen at random.

10.5 All members of the arbitration committee must accept an obligation to hear the evidence objectively and form a fair opinion.

10.6 The arbitration committee will take evidence from both parties in whatever way it deems appropriate.

10.7 The arbitration committee will reach a decision by majority vote. It will report its findings to the directors and will recommend a course of action. If it finds that a member has acted detrimentally towards another member, it may recommend a sanction proportionate to the detriment caused, up to and including expulsion from the association, but it may only recommend expulsion if two thirds of the committee vote in favour. If it finds that the directors have acted improperly it may require the directors to rectify the position.

10.8 If the dispute is between members, the directors have discretion to vary the penalty recommended by the arbitration committee but if the dispute is between a member or members and the directors, the directors must follow the recommendation of the arbitration committee.

10.9 If the arbitration committee recommends expulsion the directors must follow the procedure outlined in sections 6.3 and 6.4 of the rulebook. If both arbitration committee and directors recommend expulsion, the appeal process laid down in rules 6.4.6 – 6.4.12 does not apply.

10.10 If the member is expelled no fees will be refunded.