



Company Limited by Guarantee Registered in England and Wales (Number 2806910)

Charity Registered Charity in England and Wales (Number 1112775)

Charity Registered in Scotland (Number SC039239)

Articles of Association
of
Workers' Educational Association

**Approved by the WEA National Conference in 2005 and amended by the Trustees acting as
Company Members in 2005, 2006, 2007, 2008, 2009,
2012, 2017, 2022 and 11 July 2024**

The Companies Act 2006

Company Limited by Guarantee without Share Capital

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The Companies Act 2006

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Articles of Association of Workers' Educational Association

PART I

CHARITABLE STATUS AND CAPACITY

1. Object

The object of the Association is to promote adult and general education for the benefit of the community regionally, nationally and internationally based on democratic principles in its organisation and practice, through the participation of its voluntary members. In pursuit of this object, the Association shall have the following aims: -

- 1.1 Stimulating and responding to the demand for liberal education, through the direct provision of courses and other activities;
- 1.2 Relieving poverty and providing for the needs of working class people and of those who are socially, economically or educationally disadvantaged and in particular (but without limitation) by providing education and teaching skills for employment, voluntary work and social inclusion (defined as promoting equality, diversity, multi-cultural awareness, human rights as set out in the Universal Declaration of Human Rights and subsequent international instruments, participation in civil society including volunteering, self- confidence and self-development among the disadvantaged, literacy, numeracy and vocational education and skills for the unemployed and those at risk of unemployment, all towards supporting the disadvantaged of all ages and enabling improvement in their education standards, levels of social, economic and cultural engagement and general health and well-being);
- 1.3 Providing educational programmes for appropriate organisations concerned with collective educational needs in the community and in the workplace;
- 1.4 Generally furthering the advancement of education to the end that all people in England, Scotland and other parts of the world may have full access to the education needed for their complete individual and social development;
- 1.5 Promoting the efficiency and effectiveness of charities with similar purposes and the efficient and effective application of resources for such purposes, in particular by promoting and disseminating educational programmes and models of activity, projects or good practice developed or carried out by the Association nationally and internationally in any appropriate form or format, and by the delivery of support services generally to such charities.

2. Principles

In pursuing its object, the Association shall have regard to the following principles:

- 2.1 The Association shall uphold the principle that full and lifelong access to education is necessary for the development and maintenance of an open and democratic society;

- 2.2 The Association believes that the individual and social outcomes of good educational processes cannot always be subject to quantitative measurements;
- 2.3 The Association believes that democratic voluntary participation in the design and delivery of educational programmes strengthens the effectiveness and enhances the quality of these programmes;
- 2.4 The Association shall oppose discrimination in matters of gender, sexual orientation, race, faith, age and disability, and shall operate within an equal opportunities policy framework for the delivery of its education, for its employment practices, and for the organisation of its voluntary membership. It shall be non-party in politics;
- 2.5 The Association is committed to promoting and developing international awareness and co-operation in the educational process as a means of advancing human rights, sustainable development and civil society.

3. **Powers**

To further its object the Association may:

- 3.1 Seek to stimulate the interest of the public in education;
- 3.2 Promote the aims and activities of the Association in England, Scotland and internationally both alone and in collaboration with other appropriate bodies;
- 3.3 Seek to ensure that the public and policy makers are well informed on educational matters, with particular regard to the development of wider opportunities in adult and general education, especially for socially and educationally disadvantaged people;
- 3.4 Promote the educational activities of those organisations established to serve the needs of the public;
- 3.5 Provide educational courses and activities and the teaching of skills both alone and in collaboration with other appropriate bodies;
- 3.6 Provide and assist in the provision of money grants, materials or other help;
- 3.7 Organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.8 Publish and disseminate in any medium books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter;
- 3.9 Promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.10 Provide or procure the provision of counselling and guidance;
- 3.11 Alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall

be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English and Scottish charity may properly undertake;

- 3.12 Acquire any real or personal property and any rights or privileges and construct and maintain, alter and equip any building;
- 3.13 Subject to any consent required by law dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit;
- 3.14 Subject to any consent required by law borrow or raise and secure the payment of money;
- 3.15 Invest the Association's money not immediately required for its object in or upon any investments, securities, or property;
- 3.16 Arrange for investments or other property of the Association to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales or in Scotland where appropriate) under the control of the Trustees or a financial expert acting under their instructions and to pay any reasonable fee required;
- 3.17 Send money and give credit to, take security for such loans or credit, and guarantee or give security for the performance of contracts by any person or company;
- 3.18 Open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.19 Subject to Article 3.20, raise funds by way of subscription, donation or otherwise;
- 3.20 Trade in the course of carrying out the object of the Association and carry on any other trade which is not expected to give rise to taxable profits;
- 3.21 Incorporate subsidiary companies to carry on any trade;
- 3.22 Subject to Article 4, engage and pay employees and professional or other advisers and make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants, and enter into compromise and settlement arrangements with employees;
- 3.23 Co-operate with, form partnerships with, establish and support or aid in the establishment and support of other charitable organisations or bodies having objects wholly or in part similar to those of the Association and subscribe, lend or guarantee money or property for charitable purposes;
- 3.24 Undertake and execute charitable trusts;
- 3.25 Impose (revocable or irrevocable) restrictions on the use of any property of the Association, including (without limitation) by creating permanent endowment;
- 3.26 Amalgamate with any other charity having objects wholly or in part similar to those of the Association;
- 3.27 Acquire or undertake all or any of the property, liabilities and engagements of charities with which the Association may co-operate or federate;

- 3.28 Pay out of the funds of the Association the costs of forming and registering the Association;
- 3.29 Provide indemnity insurance to cover the liability of the Trustees or any other officer of the Association which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Association; provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees or officers knew to be a breach of trust or breach of duty or which was committed by the Trustees or officers in reckless disregard to whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees or officers in their capacity as Trustees or officers of the Association; and
- 3.30 Do all such other lawful things as shall further the Association's object.

4. Limitation on private benefit

The income and property of the Association shall be applied solely towards the promotion of its object and (except as provided below) no part may be paid or transferred directly or indirectly by way of benefit to the Company Members and no Trustee may receive any remuneration or other benefit in money or money's worth from the Association. This shall not prevent any payment in good faith by the Association of:

- 4.1 Any payments made to any beneficiary of the Association (including a Company Member);
- 4.2 Reasonable and proper remuneration to any person (not being a Trustee) for any services rendered to the Association;
- 4.3 Interest on money lent by any person at a reasonable and proper rate;
- 4.4 Any reasonable and proper rent for premises let by any person;
- 4.5 Fees, remuneration or other benefits in money or money's worth to a company of which a Trustee or a Company Member of their immediate family holds less than one per cent of the capital;
- 4.6 Reasonable and proper out-of-pocket expenses of Trustees;
- 4.7 Reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.29;
- 4.8 Any payments made to a Trustee of the Association under an indemnity from the Association in accordance with the indemnity provisions set out at Article 6; and
- 4.9 The proper professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of theirs, when instructed by the Association to act in a professional capacity on its behalf; except that at no time shall a majority of the Company Members or of the Trustees benefit under this provision and provided that any such Company Member or Trustee shall withdraw from any meeting at which their appointment or remuneration or that of their partner is under discussion.

5. **Liability of Company Members**

The liability of the Company Members is limited. Every Company Member undertakes to contribute a sum not exceeding £1 to the assets of the Association if it is wound up during their membership or within one year afterwards:

- 5.1 for payment of the debts and liabilities of the Association contracted before they ceased to be a Company Member;
- 5.2 for the costs, charges and expenses of winding up;
- 5.3 for the adjustment of the rights of the contributories among themselves.

6. **Indemnity**

Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer of the Association shall be indemnified out of the assets of the Association:

- 6.1 against all costs charges expenses or liabilities incurred by them:
- 6.2 in defending any civil or criminal proceedings in which judgment is not given against them or in which they are not convicted; and
- 6.3 in connection with any application in which the court does not refuse to grant them relief from liability

where such proceedings or application arise as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the Association; and

- 6.4 against all costs, charges, losses, expenses or liabilities incurred by them in the proper execution and discharge of their duties or in relation to the Association.

7. **Winding up**

- 7.1 If any property remains after the Association has been wound up and the debts and liabilities have been satisfied it may not be paid to or distributed among the Company Members, but must be given to some other charitable institution or institutions with similar objects. The institution or institutions to benefit shall be chosen by the Trustees.

PART II

TRUSTEES

8. **Management of the Association's business**

Unless the Articles provide otherwise, the Trustees are responsible for managing the Association's business. When doing so, they may exercise all the powers of the Association.

9. **Ability to delegate**

- 9.1 Unless the Articles provide otherwise, the Trustees may delegate:
 - 9.1.1 any of their powers or functions to any committee; and

9.1.2 the implementation of their decisions, or the day-to-day management of the Association's affairs, to any person or committee.

9.2 The Trustees may delegate by such means; to such an extent; in relation to such matters or territories; and on such terms and conditions as they think appropriate. They may allow those to whom a responsibility has been delegated to delegate further; and may change or terminate the delegation arrangements at any time.

Delegating to a committee

9.3 When delegating to a committee, the Trustees must confirm:

9.3.1 the composition of that committee (although they may permit the committee to co-opt its own additional members, up to a specified number);

9.3.2 how the committee will report regularly to the Trustees; and

9.3.3 any other regulations relating to the functioning of the committee.

9.4 No committee shall knowingly incur expenditure or liability on behalf of the Association except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

Delegating investment management

9.5 The Trustees may delegate the management of investments to a financial expert or experts provided that:

9.5.1 the investment policy is set down in writing for the Financial Expert or Financial Experts by the Trustees;

9.5.2 timely reports of all transactions are provided to the Trustees;

9.5.3 the performance of the investments is reviewed regularly with the Trustees;

9.5.4 the Trustees are entitled to cancel the delegation arrangement at any time;

9.5.5 the investment policy and the delegation arrangements are reviewed regularly;

9.5.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance; and

9.5.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees.

Appointing agents

9.6 The Trustees may (by power of attorney or otherwise) appoint any person to be the agent of the Association for such purposes and on such conditions as they decide.

10. **Chair and Deputy Chair**

The Trustees may appoint one of their number to be the Chair of the Trustees and another to be Deputy Chair for such terms of office as they think appropriate and may at any time remove them from those offices.

11. **Regulations**

The Trustees may make, repeal or alter Regulations as to the management of the Association, its meetings and its affairs, as to the duties of any officers or employees of the Association, as to the resolution of disputes, as to the conduct of business by the Trustees or any committee and as to all other matters within the powers or under the control of the Trustees provided that such Regulations shall not be inconsistent with the Companies Acts, the Charities Act 2011 or the Articles and provided that any Regulation or alteration or repeal of a Regulation concerning any of the following Reserved Matters shall not take effect until approved by, at the discretion of the Trustees, a simple majority resolution at a meeting of the WEA Council or at an Association Conference or by a Ballot of the Association Members. The Reserved Matters are Regulations affecting:

11.1 the admission of Association Members, the suspension and termination of their Association Membership and the establishment or alteration of their rights;

11.2 the convening and holding of Association Conferences; and

11.3 the appointment and retirement of any Trustees elected by the Association Members.

12. **The Trustees must take decisions collectively**

Any decision of the Trustees must be either:

12.1 a decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to the casting vote described in Article 14.5); or

12.2 a decision without a meeting taken in accordance with Article 15.

13. **Calling a Trustees' meeting**

13.1 The Chair or any two Trustees may call a Trustees' meeting or instruct the Secretary (if any) to do so.

13.2 A Trustees' meeting must be called by at least four Clear Days' notice unless all the Trustees agree otherwise, or urgent circumstances require shorter notice. The person scheduling the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Trustees as practicable are likely to be available to participate.

13.3 Notice of Trustees' meetings must be given to each Trustee by such means as the Trustees decide. Such notice does not need to be in writing, but must specify:

13.3.1 the day and time of the meeting;

13.3.2 the place where all the Trustees may physically attend the meeting (if there is to be such a place);

- 13.3.3 the general nature of the business to be considered at the meeting; and
- 13.3.4 if it is anticipated that Trustees participating in the meeting will not be in the same physical place, how it is proposed that they should communicate with each other during the meeting.

14. **Procedure for Trustees' meetings**

Quorum

- 14.1 The Trustees cannot conduct any business at a Trustees' meeting unless a quorum is participating. However, if the total number of Trustees for the time being is less than the quorum required, the Trustees may still act to appoint further Trustees.
- 14.2 The quorum for a Trustees' meeting shall be a simple majority of those Trustees entitled to vote on the business of the meeting.

Virtual / hybrid meetings are acceptable

- 14.3 Meetings do not need to take place in one physical place. Trustees participate in (and form part of the quorum in relation to) a Trustees' meeting, or part of a Trustees' meeting, when they can contemporaneously communicate with each other by any means. If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Chair and casting vote

- 14.4 The Chair, if any, or in their absence the Deputy Chair, or in the absence of both, then another Trustee nominated by the Trustees present, shall preside as chair of each Trustees' meeting.
- 14.5 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, and the chair of the meeting is eligible to vote at the meeting, they will have a casting vote in addition to any other vote they may have.

15. **Decisions without a meeting**

- 15.1 A decision is taken in accordance with this Article 15 when the majority of the Trustees indicate by any means that they share a common view on a matter.
- 15.2 A decision which is made in accordance with this Article 15 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided:
 - 15.2.1 the Chair or Secretary (if any) or any other person authorised by the Trustees to put the proposed decision to the Trustees (the **Facilitator**) has taken reasonable steps to notify all Trustees of the proposed decision; and
 - 15.2.2 a majority of the Trustees have indicated to the Facilitator that they approve the proposed decision.
- 15.3 Following receipt of responses from a majority of the Trustees, the Facilitator must communicate to all of the Trustees (by any means) whether the decision has been formally approved by the Trustees in accordance with Article 15.2.

16. **Conflicts**

Declaration of interests

- 16.1 Unless Articles 16.2 or 16.3 apply, a Trustee must declare the nature and extent of:
- 16.1.1 any direct or indirect interest which they have in a proposed transaction or arrangement with the Association; and
- 16.1.2 any duty or any direct or indirect interest which they have which conflicts or may conflict with the interests of the Association or their duties to the Association.
- 16.2 Subject to Article 16.3, there is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.
- 16.3 If circumstances arise which could lead to a conflict of interest between the duties a Trustee owes to the Association and duties the Trustee owes to another organisation or person that has appointed them (**appointing organisation**), the conflicted Trustee must:
- 16.3.1 put the interests of the Association before those of the appointing organisation; or
- 16.3.2 if any other duty prevents the conflicted Trustee from doing so, they must disclose the conflict of interest to the Association and must not participate in the decision-making process.

Participation in decision-making

- 16.4 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Association, they are entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.
- 16.5 Subject to Article 16.3, if a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Association, they may participate in the decision-making process and may be counted in the quorum and vote unless:
- 16.5.1 the decision could result in the Trustee or any person who is Connected with them receiving a benefit other than:
- (a) any benefit received in their capacity as a beneficiary of the Association (as permitted under Article 4.1) and which is available generally to the beneficiaries of the Association;
 - (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.29;
 - (c) payment to Trustees under Article 4.8;
 - (d) payment under the indemnity set out at Article 6; and

- (e) reimbursement of expenses in accordance with Article 4.6; or
- 16.5.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;
in which case they must comply with Article 16.6.
- 16.6 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 16.6, they must:
 - 16.6.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
 - 16.6.2 not be counted in the quorum for that part of the process; and
 - 16.6.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Association

- 16.7 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with their obligations under these Articles in respect of that conflict:
 - 16.7.1 the Trustee shall not be in breach of their duties to the Association by withholding confidential information from the Association if to disclose it would result in a breach of any other duty or obligation of confidence owed by that Trustee; and
 - 16.7.2 the Trustee shall not be accountable to the Association for any benefit expressly permitted under these Articles which the Trustee or any person Connected with them derives from any matter or from any office, employment or position.

17. Validity of Trustee actions

All acts done by a person acting as a Trustee shall be valid, notwithstanding that it is afterwards discovered that there was a defect in their appointment, or that they were disqualified from holding office or had vacated office, or that they were not entitled to vote on the matter in question.

18. Composition of the board of Trustees

- 18.1 There shall be at least four and not more than fifteen Trustees.
- 18.2 Unless otherwise decided by resolution of the Trustees, the board of Trustees when complete shall comprise:
 - 18.2.1 at least four Trustees elected in accordance with Regulations and thereafter appointed by the Trustees;
 - 18.2.2 at least four Trustees co-opted by the Trustees. Co-opted Trustees may serve for such periods as are specified in the resolutions appointing them, subject to Regulations; and
 - 18.2.3 up to two Funder Trustees who may be appointed by a funder of the Association should such appointment of the Funder Trustee(s) be a statutory or legal requirement.

19. **Appointment formalities for Trustees**

19.1 Before taking office every proposed Trustee shall:

19.1.1 sign and deliver to the Company Secretary a declaration (in a form approved by the Trustees) of acceptance of their responsibilities as a charity trustee and commitment to abide by any code of conduct adopted from time to time by the Trustees; and

19.1.2 provide to the Company Secretary such information as is required to be included in the Association's register of Trustees and in the register of Trustees' interests.

19.2 With the exception of any Funder Trustee, every proposed Trustee shall submit themselves for interview by the Trustees. The Trustees shall then in their absolute discretion appoint or decline to appoint the proposed Trustee and their decision shall be final. The Company Secretary shall ensure that meetings of the Trustees for the purpose of appointing proposed Trustees shall take place as soon as practicable after the election or nomination of the candidates.

20. **Qualification, disqualification, removal and voluntary retirement of Trustees**

20.1 No person may be appointed as a Trustee:

20.1.1 under the age of 18 years;

20.1.2 in circumstances such that, had they already been a Trustee, they would have been disqualified from acting under the provisions of these Articles; or

20.1.3 unless they have signed the declaration required by Article 19.1.

20.2 The office of a Trustee shall be vacated if:

20.2.1 The Trustee ceases to be a Trustee by virtue of any provision of the Companies Acts or they become prohibited by law from being a Trustee;

20.2.2 they become bankrupt or makes any arrangement or composition with their creditors generally;

20.2.3 the Trustees reasonably believe the Trustee is suffering from mental disorder and incapable of acting and they resolve that the Trustee be removed from office;

20.2.4 they resign by notice to the Association (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);

20.2.5 they fail to attend three consecutive meetings of the Trustees without having given good reason and the Trustees resolve that the Trustee be removed for this reason;

20.2.6 at a meeting of the Trustees, a resolution is passed that the Trustee be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least fourteen Clear Days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office and has been afforded a reasonable opportunity of being heard by or of making written representations to the board of Trustees.

20.3 The Trustees may appoint any individual to fill any casual vacancy in the office of an elected trustee. A Trustee so appointed shall be deemed elected for the purposes of Article 18.2.1 and may serve for the remainder of the term of office of the outgoing Trustee and may then stand for election or re-appointment. A form of office served in this way shall count towards the maximum number of successive terms or years that a Trustee may serve.

21. **Principle of retirement of Trustees by rotation**

Regulations shall provide for the retirement by rotation of Trustees, the length of terms of office and the number of consecutive years or terms of office that a Trustee may serve with the intention that a Trustee (other than a Funder Trustee) shall not normally serve for more than nine consecutive years.

PART III

COMPANY MEMBERS

22. **Becoming and ceasing to be a Company Member**

22.1 The Trustees from time to time shall be the only Company Members. A Trustee shall become a Company Member automatically when they are appointed as a Trustee. All new Trustees are treated as having agreed to become Company Members of the Association and their name must be entered into the Association's register of Company Members.

22.2 A person shall cease to be a Company Member if they cease to be a Trustee. Membership is not transferable and shall cease on death.

23. **General meetings**

23.1 The Trustees may call a general meeting at any time.

23.2 The quorum for general meetings is the same as the quorum for Trustee meetings.

23.3 The Trustees may make such lawful arrangements as they see fit in respect of physical attendance and/or Remote Attendance at a general meeting. The entitlement of any person to attend and participate in a general meeting shall be subject to such arrangements.

23.4 When the Trustees have made arrangements to facilitate Remote Attendance, the provisions of the Articles shall be treated as modified to permit such arrangements and in particular a person attending a general meeting by Remote Attendance shall be treated as being present and/or present in person at the meeting for the purposes of the Articles, including without limitation the provisions of the Articles relating to the quorum for the meeting.

23.5 Subject to the Articles, general meetings must be called and held in accordance with the provisions regarding such meetings in the Companies Acts.

24. **Written resolutions**

General

- 24.1 Subject to this Article 24 a written resolution agreed by:
- 24.1.1 Company Members representing a simple majority; or
- 24.1.2 (in the case of a special resolution) Company Members representing not less than 75%;
- of the total voting rights of eligible Company Members shall be effective.
- 24.2 On a written resolution each Company Member shall have one vote.
- 24.3 A written resolution must state that it was proposed as a special resolution in order to be a special resolution under the Companies Acts.
- 24.4 A Company Members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of their term of office may not be passed as a written resolution.

Circulation

- 24.5 A copy of the proposed written resolution must be sent to every eligible Company Member together with a statement informing the Company Member how to signify their agreement and the date by which the resolution must be passed if it is not to lapse.
- 24.6 In relation to a resolution proposed as a written resolution of the Association the eligible Company Members are the Company Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 24.7 The required majority of eligible Company Members must signify their agreement to the written resolution within the period of 35 days beginning with the Circulation Date.
- 24.8 Communications in relation to written resolutions must be sent to the Association's auditors in accordance with the Companies Acts.

Signifying agreement

- 24.9 A Company Member signifies their agreement to a proposed written resolution when the Association receives from them (or from someone acting on their behalf) an authenticated document:
- 24.9.1 identifying the resolution to which it relates; and
- 24.9.2 indicating the Company Member's agreement to the resolution.
- 24.10 For the purposes of Article 24.9:
- 24.10.1 a document sent or supplied in hard copy form is sufficiently authenticated if it is signed by the person sending or supplying it; and

- 24.10.2 a document sent or supplied in electronic form is sufficiently authenticated if:
- (a) the identity of the sender is confirmed in a manner specified by the Association; or
 - (b) where no such manner has been specified by the Association, if the communication contains or is accompanied by a statement of the identity of the sender and the Association has no reason to doubt the truth of that statement.
- 24.11 If the Association gives an electronic address in any document containing or accompanying a written resolution, it will be deemed to have agreed that any document or information relating to that resolution may be sent by electronic means to that address (subject to any conditions or limitations specified in the document).

25. **Amendments to the Articles**

The Association was formed with the intention that it shall in general act in accordance with democratic principles, taking account of the views of Association Members. To that end, except where in the opinion of the Trustees amendment is required to ensure compliance with any legal requirement or any recommendation made by a statutory regulator, any amendment of the Articles requires a special resolution of the Company Members and, in addition, shall require approval by either, at the discretion of the Trustees, the WEA Council, a simple majority resolution at an Association Conference or a Ballot of Association Members.

PART IV

ASSOCIATION MEMBERS, WEA COUNCIL AND REGIONAL ARRANGEMENTS

26. **Association Members**

26.1 Association Members shall be those people who are admitted to Association Membership in accordance with Regulations. Unless appointed as a Trustee, an Association Member shall not be a Company Member and shall have such rights and duties as may from time to time be specified by Regulations. The Trustees, in accordance with Regulations, may suspend any Association Member and/or terminate such membership. The Trustees may delegate the power of suspension to the WEA Council and to the Scotland Board for all Association Members within Scotland).

26.2 Association membership shall not be transferable and shall cease:

26.2.1 on death; or

26.2.2 when terminated in accordance with Regulations.

27. **Affiliated Organisations**

27.1 The Trustees may, in accordance with Regulations, admit as an Affiliated Organisation any appropriate body, whether corporate or unincorporated, that commits to further the work of the Association. Affiliated Organisations shall have such rights and duties as may from time to time be specified by Regulations. The Trustees may require any Affiliated Organisation to appoint or replace its authorised representative and, if it fails to do so within 60 days of a notice from the Trustees, then it shall cease to be an Affiliated Organisation. The Trustees may, in accordance with Regulations, suspend and remove any Affiliated Organisation.

27.2 Every Affiliated Organisation shall appoint (and may by notice to the Company Secretary at any time replace) an authorised representative who shall represent the Affiliated Organisation in all matters concerning the Association and may be co-opted onto the WEA Council.

27.3 The status of Affiliated Organisation shall not be transferable and shall cease:

27.3.1 on its winding up or dissolution; or

27.3.2 when terminated in accordance with Regulations.

28. **WEA Council**

28.1 WEA Council shall be a delegated committee with the functions, powers, composition, meetings and procedures set out in Articles 28.2 and 28.3 and in Regulations.

28.2 The principal function of the WEA Council shall be to promote the democratic involvement of all Association Members and effective communication within and between all levels of governance within the Association, along with such other functions as the Trustees may resolve or are provided for in Regulations.

28.3 The composition of the WEA Council shall be in accordance with the Regulations.

29. **Association Conference**

29.1 The Trustees shall (and in default the WEA Council may) call and hold an Association Conference in accordance with Regulations in every year. Not more than 15 months shall elapse between ordinary Association Conferences.

29.2 In addition, the Trustees may call and hold Extraordinary Conferences in accordance with Regulations.

29.3 The purpose of the Association Conference shall be to:

29.3.1 place before the Association Members and nationally Affiliated Organisations a report on the actions taken by the Trustees and/or the WEA Council acting on behalf of the Trustees on all motions passed or remitted by the previous Association Conference and any intervening Extraordinary Conference called in accordance with Regulations and any intervening general meeting of Company Members, and a review of the activities of the Association since the previous Association Conference;

29.3.2 debate policy matters;

29.3.3 consider and vote upon advisory motions put forward in accordance with Regulations or Standing Orders made under them;

29.3.4 hear and consider the views of Association Members and nationally Affiliated Organisations; and

29.3.5 such other purposes as may be established by the Trustees.

29.4 The proceedings and the rights and responsibilities of Association Members and Affiliated Organisations at Association Conferences shall be governed by Regulations.

30. **WEA Scotland and English regional arrangements**

The Trustees may by Regulations establish branches, committees, local associations and advisory bodies as they think fit for supporting the work of the Association in England and Scotland. Such Regulations may specify or make provision for:

- 30.1 The composition of and the functions and duties delegated to each such body, and how each may be dissolved;
- 30.2 The arrangements for the convening, holding, recording and reporting of their meetings and proceedings and the passing of resolutions;
- 30.3 The preparation of budgets, internal financial controls and reporting on financial matters to the Trustees;
- 30.4 The preparation of financial statements and their transmission to the Association; and
- 30.5 Such other matters as the Trustees may resolve.

PART V

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

31. **Communications by the Association**

General rule

- 31.1 The Association may send or supply any documents, notices, information or other material to Company Members or Trustees in the manner indicated in the first column below. They will be deemed received at the time specified in the second column below. This Article is subject to Article 31.2.

Method	Deemed delivery
(a) By hand	The day it was delivered.
(b) By post, in a prepaid envelope addressed to the recipient;	48 hours after posting, excluding any part of a day that is a Saturday, Sunday or Public Holiday.
(c) Sent by electronic means;	The day it was sent.
(d) Sent by making it available on a website; or	The day it was made available or (if later) the day the recipient was notified (or is deemed notified) that it was so available.
(e) Sent by other means authorised by the Articles and the Companies Acts.	In accordance with any provisions in the relevant article or the Companies Acts.

Exceptions

- 31.2 The following exceptions apply:
- 31.2.1 where the Companies Act 2006 requires it, the requirements in that Act for the Association to gain a person's consent (or deemed consent) must be complied with before method (c), (d) or (as applicable) (e) is used (or before relevant material is sent in electronic form by other means);
 - 31.2.2 a Trustee may agree with the Association that notices or documents concerning Trustee decision-making can be sent to them in a particular way (whether or not listed above); and that they may be deemed delivered sooner than would otherwise be the case under this Article;
 - 31.2.3 a Company Member present in person or by proxy at a meeting of the Association shall be deemed to have received notice of the meeting and the purposes for which it was called;
 - 31.2.4 a Company Member who does not register a postal address within the United Kingdom with the Association shall not be entitled to receive any notice from the Association (while it may provide them, in its discretion and subject to these Articles and the Companies Acts); and
 - 31.2.5 where any document or material has been sent or supplied by the Association by electronic means and the Association receives notice that the message is undeliverable:
 - (a) if the material has been sent to a Company Member and is notice of a general meeting of the Association, the Association is under no obligation to send a hard copy of the material to their postal address as shown in the Association's register of Company Members or Trustees, but may in its discretion choose to do so;
 - (b) in all other cases, the Association shall send a hard copy of the material to the Company Member's postal address (within the United Kingdom) as shown in the Association's register of Company Members (if any), or in the case of a recipient who is not a Company Member, to the last known postal address for that person within the United Kingdom (if any); and
 - (c) the date of service or delivery of the material shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

32. Company Secretary

A Company Secretary may be appointed by the Trustees on such terms as they see fit and may be removed by them. If there is no Secretary, the Trustees may make appropriate alternative arrangements.

33. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

34. Minutes

34.1 The Trustees must ensure minutes are made:

34.1.1 of all appointments of officers made by the Trustees;

34.1.2 of all resolutions of the Association and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

34.1.3 of all proceedings at meetings of the Association and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, purporting to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall be sufficient evidence of the proceedings.

35. Records and accounts

35.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a Company Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and The Charity Commission of:

35.1.1 annual reports;

35.1.2 annual statements of account; and

35.1.3 annual returns or confirmation statements.

36. Interpretation

These Articles should be read and interpreted in accordance with Schedule 1.

37. Exclusion of model articles

The relevant model articles for a company limited by guarantee are expressly excluded.

Schedule 1 - Interpretation – Defined Terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	address	includes a postal or physical address and a number or address used for the purposes of sending or receiving documents or information by electronic means;
1.2	Affiliated Organisation	an organisation admitted to such status in accordance with Article 27;
1.3	Articles	the Association's articles of association;
1.4	Association	Workers' Educational Association;
1.5	Association Conference	a conference of the Association Members held in accordance with Article 29;
1.6	Association Member	an associate member of the Association admitted in accordance with Article 26 including the authorised representatives of Affiliated Organisations;
1.7	Ballot	a ballot of the Association Members conducted in accordance with Regulations;
1.8	Chair	the chair of the board of Trustees appointed in accordance with Article 10;
1.9	Charitable	charitable in accordance with the law of England and Wales provided that it does not include any purpose that is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005. For the avoidance of doubt, the system of law governing these Articles is the law of England and Wales;
1.10	Circulation Date	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.11	Clear Days	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

1.12	Companies Acts	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Association;
1.13	Company Member	a member of the Association for the purposes of the Companies Acts comprising solely the Trustees in accordance with Article 22.1;
1.14	Company Secretary	the company secretary of the Association (if any);
1.15	Connected	<p>in relation to a Trustee means any person falling within any of the following categories:</p> <p>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or</p> <p>(b) the spouse or civil partner of any person in (a); or</p> <p>(c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or</p> <p>(d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital.</p>
1.16	Deputy Chair	the deputy chair of the board of Trustees appointed in accordance with Article 10;
1.17	electronic form and electronic means	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.18	Financial Expert	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.19	Funder Trustee	a trustee appointed by a funder of the Association under Article 18.2.3;
1.20	hard copy and hard copy form	have the meanings respectively given to them in the Companies Act 2006;
1.21	Nominations Calling Date	the date fixed under Regulations for the publication of the call for nominations for elections to replace Association Officers (due to retire at the conclusion of the next Association Conference);

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|------|--------------------------|--|
| 1.22 | Public Holiday | Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered; |
| 1.23 | Remote Attendance | remote attendance at a general meeting by such means as are approved by the Trustees in accordance with Article 23.3; |
| 1.24 | Reserved Matters | the matters so defined in Article 11; |
| 1.25 | Scotland Board | the committee of the board of Trustees to which the Trustees have delegated the operation of WEA Scotland; |
| 1.26 | Trustee | a director of the Association, and includes any person occupying the position of director, by whatever name called; |
| 1.27 | WEA Council | the committee established in accordance with Article 28; |
| 1.28 | WEA Scotland | the Association in Scotland. |
2. Unless the context requires, references to “writing” and “document” should be interpreted (without limitation) as allowing for the transmission of information in electronic form. A reference to a “document” includes summons, notice, order or other legal process.
 3. Subject to paragraph 4 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
 4. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Association.

Regulations of the Workers' Educational Association

Amended on 11 July 2024

Section (1)

General Provisions for Regulations

- 1.1 These Regulations have been adopted by the Trustees in accordance with Article 11 and form an integral part of the WEA Governing Document, which comprises the Articles together with these Regulations.
- 1.2 Words and phrases used in these Regulations have the same meanings as ascribed to them in the Articles and the Schedule to the Articles.

Section (2)

Regulations for Association Membership, Committee Membership & Affiliations

Association Membership

- 2.1 In accordance with the Articles, learners on WEA courses and programmes, staff, volunteers, and members of the general public who support the Association, its object and activities, are eligible to become Association Members.
- 2.2 In making an application for or remaining in Association Membership, each Association Member agrees to pay an applicable subscription charge, as specified by the Board of Trustees from time to time. The Board of Trustees will maintain a programme of concessions to subscription charges which it may apply at its discretion and in the interest of ensuring that Association Membership is open to all who support the Association's mission, regardless of individual means.

Conduct

- 2.3 All Association Members, WEA Council members, Trustees, and members of WEA committees, including WEA Scotland, local associations in Scotland and Local Advisory Panels shall adhere to such codes of conduct applicable to their roles as are adopted by the Trustees from time to time.
- 2.4 All Association Members, WEA Council members, Trustees, and members of WEA committees, including WEA Scotland, local associations in Scotland and Local Advisory Panels shall be subject to such disciplinary procedures and sanctions in respect of breaches of the relevant code(s) of conduct and the Trustees shall adopt from time to time. An individual's status as an Association Member shall have no bearing on their treatment generally or in any judgment made by the Association in any investigation or disciplinary proceedings relating to any other role they may hold within the Association (e.g, as a learner, volunteer, employee, etc.).
- 2.5 The Trustees may remove anyone from Association Membership if, having considered the outcome of any disciplinary procedure undergone by that Association Member, they consider that the individual's continued Association Membership is not in the interests of WEA. The Trustees may delegate such decision to any person or committee.

Affiliated Organisations

- 2.6 Volunteers serving on the Board of Trustees, committees of the Board of Trustees, any Local Advisory Panel or Local Representative Body may propose and consider nominations or applications for affiliations from organisations which share or support the Association's object

and aims. In accordance with Article 27, only the Board of Trustees shall have authority to admit or remove an Affiliated Organisation.

- 2.7 Representatives of Affiliated Organisations appointed in accordance with the Articles are eligible to become Association Members, and to exercise all and any rights and privileges granted to Association Members.

Section (3)

WEA Council – Functions, Powers, Composition and Procedures

General

- 3.1 Article 28 establishes the WEA Council as a delegated committee of the Board of Trustees.
- 3.2 Further to the principal function of the WEA Council as set out in Article 28.2, and in support of promoting the democratic involvement of and effective communication among Association Members, learners, and volunteers, the WEA Council shall maintain practices and procedures that:
- a) promote and protect the inclusivity of Association Membership;
 - b) facilitate collaboration with the Nominations Committee to ensure that the membership of Local Advisory Panels is appropriately skilled and reflective of the diversity of the communities WEA serves;
 - c) ensure open channels of communication with learners, staff and Association Members through Local Advisory Panels and otherwise, enabling WEA Council to make clear recommendations to the Board of Trustees on their behalf; and
 - d) facilitate Association Members, learners, staff, and other stakeholders coming together annually in the form of an Annual Conference.

Composition of the WEA Council

- 3.3 The composition of the WEA Council shall be determined by the Board of Trustees. In consideration of its function as set out in the Articles, the Council shall include:
- At least three Trustees;
 - Representatives of Local Advisory Panels; and
 - Such other individuals as may be desirable to support the WEA Council in carrying out its functions and purpose.
- 3.4 Other than *ex officio* appointments, all appointments to WEA Council shall be based on relevant skills and experience (including personal or lived experience) as determined from time to time by the Board of Trustees.
- 3.5 Membership of WEA Council shall be consistent with membership of all other committees of the Board of Trustees according to the Articles, including limitations on the length of term each member may serve. For the avoidance of doubt, each member of WEA Council shall be limited to no more than two terms of four years.
- 3.6 Membership of WEA Council is not transferable and shall cease on death. Members of WEA Council shall remain members for the full duration of their appointed term or until:
- They resign in writing to the Chair of Nominations Committee;
 - They cease to meet the criteria for their appointment to the Council (e.g., they cease to hold an *ex officio* role);
 - Their engagement with WEA Council falls below 80% in any 12-month period and the Board of Trustees decides they should be removed from office;
 - In the opinion of the Board of Trustees they are, through incapacity, unable to perform their functions for more than a temporary period; or
 - They are removed for cause (e.g., breach of a code of conduct) following the conclusion of any disciplinary procedure to which they are subject.

Arrangements for holding Meetings of the WEA Council

- 3.7 Meetings of the WEA Council shall be held in accordance with the Articles and according to terms of reference to be agreed by the Board of Trustees from time to time.

Expenses

- 3.8 All members of WEA Council shall be entitled to claim reasonable expenses in accordance with the Expenses Policy, as updated from time to time.

Section (4)

Regulations for the Election of Association Officers and the Association Conference

- 4.1 The purposes and arrangements for Association Conferences are set out in Article 29. Association Conferences shall be open generally to all Association Members, and to representatives of Affiliate Organisations, WEA learners, staff, and volunteers regardless of membership status.
- 4.2 Any formal business conducted during an Association Conference shall be clearly notified at least 28 clear days in advance and shall be open only to Association Members. Each Association Member present in person shall have one vote on any matter put to a vote.
- 4.3 The conduct of any formal business transacted at an Association Conference, including any voting procedures, shall be according to the Standing Orders of Conference, as updated from time to time.

Extraordinary Association Conferences

- 4.4 The Board of Trustees may call an Extraordinary Association Conference for the purposes of consulting the Association Membership on changes to the Articles and/or Regulations, and/or for consideration of other matters on which Trustees deem it appropriate to take the view of the Association Membership. Extraordinary Association Conferences shall be open only to Association Members.
- 4.5 Any Extraordinary Association Conference shall be held in addition to the normal cycle of Association Conferences.

Standing Orders Committee

- 4.6 The Board of Trustees may delegate to WEA Council the authority to convene a Standing Orders Committee for the purpose of supervising the election of Association Officers and any formal business at an Association Conference, or the conduct of any Extraordinary Association Conference. No Trustee may serve as a member of a Standing Orders Committee. All members of a Standing Orders Committee must be Association Members. The Standing Orders Committee shall report and be accountable to the WEA Council.
- 4.7 The members of a Standing Orders Committee, once convened by the WEA Council, shall select from among themselves a Chair of the Committee.

Arrangements in advance of each Association Conference

- 4.8 The Standing Orders Committee shall be responsible for supervising the conduct of any formal business transacted at an Association Conference or Extraordinary Association Conference, including adherence to any notification requirements as set out in the Standing Orders of Conference.

Election of Association Officers

- 4.9 The Standing Orders Committee shall be responsible for supervising the election of Association Officers in accordance with the Articles, and according to procedures as set out in the Standing Orders of Conference. Such elections shall take place over a minimum period of four weeks and conclude at least 28 days in advance of any Association Conference.

Conference Procedures

- 4.10 Association Conferences shall be chaired by the Association President, or by another Association Officer in the absence of the Association President.
- 4.11 Following each Association Conference or Extraordinary Association Conference, the Standing Orders Committee shall undertake a review of the proceedings and report their conclusions to the WEA Council. Following acceptance of the committee's report by WEA Council, all members of the Standing Orders Committee shall stand down.

Section (5)

Regulations for Local Advisory Panels, Local Associations, and Local Representative Bodies

- 5.1 The Board of Trustees will maintain Local Advisory Panels across England and Scotland in such number and distribution as it deems necessary from time to time to ensure WEA achieves the full breadth of its charitable objective and aims and satisfies its statutory duties.
- 5.2 The Board of Trustees delegates the general oversight of Local Advisory Panels to the WEA Council. Local Advisory Panels shall operate in accordance with terms of reference as determined from time to time by the Board of Trustees and shall be accountable to WEA Council.
- 5.3 Members of Local Advisory Panels, Local Associations, and Local Representative Bodies shall adhere to a code of conduct, uphold the provisions of WEA's Governing Document, and abide by decisions of the Board of Trustees.
- 5.4 Members of Local Advisory Panels may claim reasonable expenses in accordance with the Expenses Policy.

Membership of Local Advisory Panels

- 5.5 Membership of Local Advisory Panels shall have an appropriate balance of skills, experience, backgrounds, and knowledge to advise and to make informed recommendations on carrying out the full breadth of WEA's charitable mission within regions, their region's effectiveness in identifying and meeting local needs, and representing the interests of WEA learners, ensuring they have a voice in decision-making at all levels across the Association. To the fullest extent possible, membership of the Local Advisory Panel should reflect the diversity of the communities WEA serves.

Terms of Reference

- 5.6 Each Local Advisory Panel shall act in accordance with its terms of reference. The terms of reference will include provision for an annual meeting of Association Members, learners, and other stakeholders within each region.
- 5.7 Local Advisory Panels may elect to recognise Local Representative Bodies (e.g., "branches," "local associations," "networks") for learners and/or volunteers and/or Association Members who have self-organised around a common interest or set of interests.

Local Representative Bodies

- 5.8 Local Representative Bodies (e.g., “branches,” “local associations,” “networks”) are self-organising groups of learners and/or volunteers and/or Association Members who may unite around a common interest or set of interests. Those wishing to provide feedback, raise concerns, or otherwise ensure organised communication and engagement with a Local Advisory Panel may elect to seek recognition by a Local Advisory Panel.
- 5.9 Local Representative Bodies are not authorised to act in the name of or on behalf of WEA.
- 5.10 Local Representative Bodies seeking recognition by a Local Advisory Panel must present and maintain a statement of purpose and at least one named contact. Such statements and contacts shall be notified by the Local Advisory Panel to the WEA Council.
- 5.11 As Local Representative Bodies are not part of WEA’s formal governance structure, they may have but do not require formal structures, and may change, dissolve, or merge according to the needs and interests of the group. If recognised by a Local Advisory Panel, however, such changes must be notified along with any updates to the statement of purpose and named contacts.
- 5.12 Local Representative Bodies, however organised, shall be inclusive in their membership and uphold the object and principles of WEA.

Association Assets in England and Scotland and the Responsibilities of the Trustees and English Regional or Scottish volunteers and staff

- 5.13 Local Advisory Panels in England, Local Associations in Scotland, and WEA Scotland are integral parts of WEA and are not separate entities. All funds raised by Local Advisory Panels, Local Associations in Scotland, or in WEA Scotland become assets of the WEA and all expenditure is subject to the policies, decisions, and instructions of the Trustees and/or the Chief Executive & General Secretary (or other senior post holder) acting for the Trustees.
- 5.14 In accordance with the Articles, the Board of Trustees may from time to time amend the names and boundaries of any Region, and may at their discretion elect to change, merge, or dissolve any Local Advisory Panel.