

Yorkshire Tourist Board

**MEMORANDUM AND
ARTICLES OF ASSOCIATION
Adopted 23 November 2005**



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MEMORANDUM OF ASSOCIATION of YORKSHIRE TOURIST BOARD



1. The name of the Company is **YORKSHIRE TOURIST BOARD** (the 'Company').
2. The registered office of the Company will be situated in England.
3. i) In this Clause, unless the context appears otherwise:

'Region' means the area which the Board determines is covered by the Yorkshire brand.

'Regional Development Agency' means the Regional Development Agency (currently known as Yorkshire Forward) covering the region of Yorkshire and the Humber or such other body as may replace them.

'Tourism Industry' means public and private sector operators existing for the purpose of promotion, development and delivery of tourism services to the Visitor either now or in the future.

'VisitBritain' means the national body responsible for marketing Britain to the rest of the world and England to the British, or such other body as may replace them.

'Visitor' means any person travelling to and or within the Region for business, pleasure or any other purpose.

- ii) The objects for which the Company is established are as follows:
 - a) to promote the Region within the United Kingdom and overseas in co-operation with other appropriate agencies, as a destination for leisure and business travel, through a co-ordinated regional marketing plan;
 - b) to manage and develop the Region's brands;
 - c) to co-ordinate the collection and dissemination of data relating to the Region;

- d) to provide a comprehensive research and intelligence service for the Tourism Industry, stimulating the development of facilities and amenities for Visitors throughout the Region in association with European, national and regional bodies, local government, local partnerships and commercial interests and encourage the use of such facilities at all times of the year;
- e) to develop and promote the appropriate skills and training for the Tourism Industry working with relevant providers to ensure supply matches demand;
- f) to raise standards throughout all sectors of the Tourism Industry by encouraging the use of nationally agreed standards;
- g) to represent the interests of the Tourism Industry throughout the Region; increasing public understanding of the social, economic and cultural impact of tourism, in particular (without prejudice to the generality of the foregoing) the contribution which it can make towards employment in the Region and the development of the Region, (and thereby to a favourable balance of payments); and to maintain a formal or informal relationship with the Regional Development Agency and public representative bodies and the public generally in the Region, and effective working relationship with other visitor bodies and organisations directly concerned with tourism (whether or not in the Region);
- h) to provide intelligence on tourism to the Regional Development Agency and others to assist in strategic and policy decisions;
- i) to provide reception and information services for Visitors assisted by local authorities, partnerships and commercial bodies interested in the Tourism Industry;
- j) to raise income from subscriptions, activities, sales and such other means as the Company may determine;
- k) to provide advice, guidance and services to the Tourism Industry;
- l) to assist VisitBritain in the fulfilment of its statutory duties;

- ii) and the Company shall have the following powers exercisable in furtherance of its objectives:
- a) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to maintain and alter any buildings or erections;
 - b) to sell, let, mortgage, dispose of all or any of the property or assets of the Company;
 - c) to lend money, make grants and give or provide financial and any other form of assistance (financial or otherwise) whatsoever to any person, Local Authority, corporation, firm or other unincorporated association as may be considered desirable by the Company for the promotion of its objectives;
 - d) to borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation of or binding on the Company in any manner and in particular without prejudice to the generality of the foregoing by mortgages of or charges upon all or any part of the undertaking, property and assets (present and future) of the Company or by the creation and issue of securities;
 - e) to procure, obtain and receive monies and funds by way of contributions, donations, subscriptions, legacies, gifts, grants or by any other lawful means;
 - f) to do any thing or matter in any part of the world and either as principal, agent, contractor, trustee or otherwise and by and through trustees, agents or otherwise and either along or in conjunction with others;
 - g) to subscribe for, purchase or otherwise acquire, and to hold, and dispose of shares, stocks and securities of any other Company, whether British or foreign, as may be deemed expedient with a view to the promotion of the objects of the Company subject nevertheless as mentioned in paragraph h).
 - h) to invest the monies of the Company not immediately required for its purpose in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
 - i) to undertake and execute any charitable trust which may lawfully be undertaken by the Company;

- j) to establish and support or aid in the establishment and support of any charitable association or institution and to subscribe or guarantee money for charitable purposes;
 - k) to employ, contract with or otherwise commission or engage such persons, whether as employees, officers, advisers and to make such arrangements as to terms and conditions of service, remuneration, pension, and the like as are thought expedient to the promotion and attainment of its objects;
 - l) to charge as appropriate for its services and receive contributions towards its expenses in carrying out any of its functions under these presents;
 - m) to do all such other things as are incidental or conducive to the attainment of any of the above objects;
4. The income and property of the Company shall be applied solely towards the promotion of its objects as stated in this Memorandum of Association, and no portion shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the members of the Company provided that nothing herein shall prevent any payment, in good faith, by the Company of:
- i) reasonable and proper remuneration to any employee of the Company;
 - ii) the payment of interest at a commercial rate; or
 - iii) reasonable and proper rent for premises; or
 - iv) any other payment which in the opinion of the directors of the Company is required for the furtherance of the commercial objects of the Company.
5. The liability of each member is limited.
6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the Company being wound up while he is a member or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before such member ceases to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all the debts and liabilities of the Company, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company (provided that such objects are linked solely to the Region) and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution and, if and so far as effect cannot be given to such provision, then to some charitable object.

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**ARTICLES OF ASSOCIATION
of
YORKSHIRE TOURIST BOARD**



INTERPRETATION

1. In these Articles:-

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"the Board" means the management board of directors of the Company.

"the Company" means Yorkshire Tourist Board.

"Chairman" means the Chairman for the time being of the Board.

"Member" means the members of the Board, 25 Local Authority Members, 25 Private Sector Members and such additional Members accepted by the Board representing such regional and national organisations as the Board shall decide (but including one representative of the Regional Development Agency), provided that such additional Members shall not exceed 5 in number.

"Local Authority Member" means any Local Authority or National Park associated with tourism in the Region, which is admitted as a Member of the Company.

"Private Sector Member" means any person, nominee of an unincorporated association or other body which has a commercial interest associated with tourism in the Region or is in the opinion of the Board able to contribute to the Company, which is admitted as a Member of the Company.

"month" means calendar month.

"Nomination Committee" means a committee formed by the Board of such persons as the Board shall think fit (including persons who are not directors) in order to appoint the Chairman and non-executive directors of the Board.

"Office" means the registered office for the time being of the Company.

'Region' means the area which the Board determines is covered by the Yorkshire brand.

'Regional Development Agency' means the Regional Development Agency (currently known as Yorkshire Forward) covering the region of Yorkshire and the Humber or such other body as may replace them.

"Seal" means the common seal of the Company.

'VisitBritain' means the national body responsible for marketing Britain to the rest of the world and England to the British or such other body as may replace them.

"year" means calendar year.

Words importing the masculine gender only shall include the feminine gender.

PURPOSES

2. The Company is established for the purposes expressed in the Memorandum of Association.

MEMBERSHIP OF THE COMPANY

3. The Board may disapprove any application for membership at its absolute discretion without having to give a reason.
4. Membership of the Company shall cease if:
 - a) in the opinion of the Board his membership of the Company is likely to bring the Company into disrepute;
 - b) subject to Article 5 he resigns at any time by giving at least fourteen clear days' notice to the Company.
 - c) if removed by the Board.
5. A Local Authority Member shall give not less than six months notice of resignation in writing expiring on 31 March in any year whereupon it shall cease to be an Member of the Company at the expiration of such notice.
6. Membership of the Company shall not be transferable.

NOMINEE OR REPRESENTATIVE

7. No unincorporated association or partnership (because of its lack of legal personality) may become a Member. However, it may appoint a nominee to be a Member.
8. The nominee shall apply to become a Member on behalf of his unincorporated association or partnership, sign all necessary documentation and exercise the rights on its behalf.
9. The nominee will be subject to the same liabilities and obligations as if acting in a purely personal capacity.
10. A corporate body may be a Member and shall appoint a representative to act on its behalf. That named representative shall be entitled to exercise all such rights and powers as the corporate body would be able to exercise if it were an individual person. A copy of the necessary authority for the representative to act shall be forwarded to the Company Secretary.
11. Any nominee or representative shall at all times have regard to these Articles of Association and act accordingly.

REPLACEMENT OF REPRESENTATIVE OR NOMINEE

12. An unincorporated association or partnership which appoints a nominee as a Member to act on its behalf may request that the named nominee be replaced and removed as it sees fit upon written application to the Board. The Board will accordingly decide that application. The decision of the Board shall be final and the Board shall have the power to remove a nominee in such circumstances as it sees fit.
13. Any nominee removed pursuant to Article 12 shall not be released from any liabilities or obligations, which arose before the date that he was removed by the Board.
14. A nominee or a representative may be replaced at any time temporarily or permanently by providing the Company Secretary with appropriate authority authorising the replacement of the then current nominee or representative. The Board shall have no authority or discretion to question such a decision .
15. Any Member or nominee or representative shall be entitled to nominate a substitute to act on his behalf at any general meeting of the Company provided that the Company Secretary is provided with written notice of the fact and authority for that substitute to act at least 24 hours before the time specified for the relevant meeting.

REGISTER OF MEMBERS

16. The Company shall keep a register of Members containing the name and address of every Member of the Company. Every Member shall notify the Company Secretary of any changes in names or addresses.

GENERAL MEETINGS

17. Each Member shall be entitled to attend all general meetings of the Company.
18. The Company shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Board.
19. All meetings, other than annual general meetings, shall be called extraordinary general meetings.
20. The Board may, whenever it thinks fit, or whenever required to do so by the Act convene an extraordinary general meeting of the Company.
21. At least twenty one days written notice shall be required for every general meeting.
22. Every notice required to be given to each Member shall specify the time, place, date and nature of the business to be transacted.
23. The omission to give notice of a meeting to, or the non-receipt of such notice by any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings at any meeting.
24. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, one third of the Members shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to such other day and such other time and place as the Board may determine.
25. The Chairman (if any) shall preside as Chairman at every general meeting, but if there be no such Chairman, or if at any meeting he shall not be present within thirty minutes after the time appointed for holding the same, or shall be unwilling to preside, then the directors present shall choose a member of the Board or, if all the members of the Board present decline to take the chair, they shall choose a Member of the Company who shall be present and willing to act to preside as Chairman of the meeting.
26. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting. Whenever

a meeting is adjourned, notice of the adjourned meeting shall be given in the same manner as of an original meeting.

VOTING AT GENERAL MEETINGS

27. At general meetings of the Company each Member shall be entitled to one vote and the question shall be decided by a simple majority of those present and voting.
28. At any general meeting of the Company a resolution put to the vote of the meeting shall be decided on a show of hands.

THE BOARD OF DIRECTORS

29. The Board shall comprise the following:
 - i) The Chairman;
 - ii) 11 non executive directors ;
 - iii) 3 executive directors who are appointed by the Board.
30. Appointment of Directors:
 - i) The Chairman and non executive directors will be appointed by the Nomination Committee.
 - ii) No director may appoint an alternate director to act in his place.
 - iii) The Nomination Committee shall exercise their powers of appointment of directors by way of a fair and open competition against agreed criteria.
31. Term of Office:
 - i) No person shall be a non executive director for more than three years without the approval of the Nomination Committee.
32. Disqualification of Directors
The office of director shall be vacated if the director:
 - i) Becomes bankrupt or makes any arrangement of composition with his creditors generally; or,
 - ii) Becomes prohibited by law from being a director or ceases to be a director by reason of any provision of the Act; or,
 - iii) Becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or

- iv) Resigns his office by notice in writing to the Company; or
- v) Shall, for more than six consecutive months, have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated.

POWER OF THE BOARD OF DIRECTORS:

33. The business of the Company shall be managed and conducted by the Board which shall pay all expenses of directors connected with the activities on behalf of the Company as they think fit and may exercise all such powers of the Company as may be exercised by the Company and done by the Company subject to any statute, the Memorandum and Articles of Association of the Company and in particular the Board shall:
- i) determine the rules for the conduct of its business;
 - ii) render account to the annual general meeting of the Company;
 - iii) approve operational activity and annual budgets;
 - iv) accept applications from persons, organisations and unincorporated associations or other bodies (including representative bodies) to become Members of the Company as they think fit.
34. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
35. The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered.

OFFICERS:

36. i) The Board shall appoint a Chief Executive of the Company to perform such duties as the Board may think fit.
- ii) The Board shall appoint a Company Secretary as the Board may think fit.

PROCEEDINGS OF THE BOARD:

37. The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. At least seven days notice in writing must be given for any intended Board meeting.
38. The quorum for any meeting of the Board shall be four non executive directors and one executive director.
39. Each director shall be entitled to one vote. Questions arising at any meeting shall be decided by a simple majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote.
40. A director shall not vote in respect of any contract in which he is personally interested or any matter arising thereout save that a Director shall be entitled to vote in respect of a contract in which he is interested solely by reason of that director's membership of the Company provided that such contract is available or is to be available for the benefit of all the Members of the Company who may choose to avail themselves of such benefit and if he does so vote contrary to these Articles his vote shall not be counted in the quorum.
41. Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:
 - i) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - ii) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
 - iii) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
42. For the purposes of Article 41:
 - i) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the

director has an interest in any such transaction of the nature and extent so specified; and

- ii) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.
43. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.
44. The Board shall have the authority to invite such persons as it thinks fit to attend at meetings of the Board. Any such persons invited to attend shall not be entitled to vote.
45. If, at any meeting, the Chairman is not present within fifteen minutes after the time appointed for holding the meeting and willing to preside, the members of the Board present shall choose one of their number to be Chairman of the meeting.
46. A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Board generally.
47. All acts bona fide done by any meeting of the Board, or by any person acting as a member of the Board, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Board.
48. The Board shall ensure that the appropriate records are made of all appointments of officers made by the Board and proper minutes are made of the proceedings of all meetings of the Company, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
49. A resolution in writing, signed by all the directors for the time being of the Board who are entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board.

THE SEAL

50. The seal of the Company shall not be affixed to any instrument except by the authority or a resolution of the Board and in the presence of the Company Secretary. The Board shall provide for the safe custody of the seal.

ACCOUNTS

51. The directors shall cause accounting records to be kept in accordance with the provisions of the Act.

AUDIT

52. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

NOTICES

53. A notice may be served upon any Member or director of the Board either by email or by post, addressed to such Member at his addresses as appearing in the register of Members.

54. Any notice:-

- i) if served by post, shall be deemed to have been served on the second day following that on which the letter containing the same is put into the post and, in proving such service, it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.
- ii) if served by email shall be deemed to have been served when sent.

INDEMNITY

55. Every member of the Board or Company Secretary, Auditor and other officers for the time being of the Company, shall be indemnified out of the assets of the Company against any losses or liabilities incurred by him in or about the execution or discharge of the duties of his office subject to the provisions of Section 310 of the Act, except to the extent that such losses or liabilities shall be attributable to:

- i) fraud or other matters in respect of which the Member concerned shall be convicted of a criminal offence; or
- ii) actions knowingly beyond the scope of a specific authority or limit thereon on the part of the person in question.