



Articles of Association

Including: changes adopted by a special resolution passed at the annual general meeting held on 12 September 2016 and at the Extraordinary General Meeting on 12 October 2017, [29 September 2021](#).

Interpretation:

1. In these Articles:

'Act' means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

'Articles' means these Articles of Association of the National Fire Chiefs' Council; ~~Association~~;

~~'Association' means the company intended to be regulated by these Articles;~~

~~'CFOA Trustee Trustees' means the CFOA Board of Trustees of the Association;~~

'Chair of the Trustees' means the chair of the Trustees of the National Fire Chiefs' Council ~~CFOA Trustees~~;

'Chiefs' Council' means the full council of Members Chief Officers ~~from Members of the National Fire Chiefs' Council, led by the Chiefs' Council Chair~~ Chiefs' Council Chair;

'Chiefs' Council Chair' ~~Chiefs' Council Chair~~ means the individual elected to the position of Chair of the Chiefs' Council, a committee of the National Fire Chiefs' Council ~~National Fire Chiefs' Council~~;

'Clear Days' in relation to the period of a notice means the 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;

'Electronic Communication' ~~means~~ has the same meaning as in the Electronic Communications Act 2000;

'hybrid meeting' shall have the meaning attributed in Articles 30 – 33 ~~12~~;

'Member' means an individual or organisation admitted for the time being by to membership of the NFCC ~~National Fire Chiefs' Council~~ and which or who pays a subscription fee to the National Fire Chiefs' Council ~~NFCC~~;

~~'Memorandum' means the former Memorandum of Association of the Association (now forming part of these Articles as set out in the Schedule);~~

'NFCC' means the charity and Membership association known as the National Fire Chiefs' ~~Council~~ Council;

'NFCC National Fire Chiefs' Council Trustees' means the Board of Trustees of the National Fire Chiefs' Council;

'physical meeting' shall have the meaning attributed in Article 32:4 – 370:1

'Secretary' means the ~~cCompany s~~Secretary of the ~~National Fire Chiefs' Council Association~~ or any other person appointed to perform ~~the equivalent~~ duties ~~of the Secretary~~ of the Association including a joint, assistant or deputy Secretary;

'United Kingdom' means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;

'British Overseas Territories' means a territory that is under the sovereignty of the United Kingdom but does not form part of the United Kingdom;

'Vote' means a single vote on matters presented to the National Fire Chiefs' Council's Association's Annual General Meeting;

Words importing the masculine gender only shall include the feminine gender; and

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

Aims and purposes

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2. The NFCC's ~~e~~Objects (the 'Objects') are:

- to lead, co-ordinate and support effective prevention, protection and emergency response – locally and nationally – to reduce the loss of life, personal injury and damage to property and the environment which can arise from fire, accident, major incidents and other emergencies;
- to support fire and rescue services in transforming their role to meet changing demands and resources for the benefit of the society;
- to promote effective service delivery working with partner organisations, governments, and private sector bodies, and the community; and
- to maximise the effectiveness of the UK fire and rescue services in saving lives and increasing public safety by representing the professional voice of the United Kingdom's ~~f~~Fire and ~~r~~Rescue ~~s~~Services.

3. In furtherance of the Objects but not otherwise the ~~National Fire Chiefs' Council~~NFCC may exercise the following powers:

- (a) To provide expert professional advice, leadership, research, informed comment and other services to relevant bodies (including government departments and agencies) and to the NFCC's own Members.
- (b) To appoint advisers or representatives to other approved bodies which are relevant to the expertise and interests of the NFCC and its Members.
- (c) To provide advice to the ~~Central Fire Brigade Advisory Council (CFBAC)~~ pensions sub-committees, (which operates for the UK as a whole). To nominate advisers to guide and support the ~~f~~Fire and ~~r~~Rescue ~~s~~Service work of the Local Government Association and in Scotland, the Convention of Scottish Local Authorities.

- (d) To support the professional development of its Membership through the provision of seminars, conferences and other training events.
- (e) To appoint representatives to serve on committees and panels of The British Standards Institution, the Committee for European Norms and the International Organisation for Standardization (known as 'ISO') to develop national and international standards on fire-related subjects. To appoint representatives to sit on any other relevant bodies, both European and international, which can either impact upon the fire and rescue service or provide opportunities for the ~~National Fire Chiefs' Council~~NFCC to progress or support its policy objectives. To seek the most effective means of co-ordinating ~~the~~ fire and rescue service advice to the European Union institutions and in addition effectively to co-operate with kindred bodies internationally.
- (f) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the NFCC.
- (g) To raise funds and to invite and receive contributions PROVIDED THAT in raising the funds the NFCC shall not undertake any substantial trading activities and shall conform to any relevant statutory regulations.
- (h) To acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property.
- (i) To employ such staff, who shall not be Trustees of the ~~National Fire Chiefs' Council~~NFCC, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants.
- (j) To establish or support any charitable trusts, associations or institutions formed for all or any of the Objects.
- (k) To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them.
- (l) To pay out of the funds of the ~~National Fire Chiefs' Council~~NFCC the costs, charges and expenses of any incidental to the formation and registration of the ~~National Fire Chiefs' Council~~NFCC.
- (m) To accept subscriptions, donations, devises and bequests of, and to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate, maintain and alter any of the same as are necessary for any of the Objects and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate.
- (n) To borrow or raise money for the Objects on such terms and (with such consents as are required by law) on such security as may be thought fit.
- (o) To take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the Objects.
- (p) To invest the money of the ~~National Fire Chiefs' Council~~NFCC not immediately required for its Objects in or on such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) as may for the time being be imposed by law.

- (q) To make any charitable donation either in cash or assets for the furtherance of the Objects.
- (r) To insure and arrange insurance cover for, and to indemnify, its officers, servants and voluntary workers and those of its members -from against all such risks incurred in the course of the performance of their duties as may be thought fit.
- (s) To do all such other lawful things as are necessary for the achievement of the Objects.
- (t) To provide indemnity insurance to cover the liability of the Trustees 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 charity: provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees.
4. The income and property of the ~~National Fire Chiefs' Council~~NFCC shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members of the ~~National Fire Chiefs' Council~~NFCC, and no Trustee shall be appointed to any office of the ~~National Fire Chiefs' Council~~NFCC paid by salary or fees or personally receive any remuneration or other benefit in money or monies worth from the ~~National Fire Chiefs' Council~~NFCC PROVIDED THAT nothing in this document shall prevent any payment in good faith by the NFCC~~National Fire Chiefs' Council~~:
- (a) Of the usual 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 his or hers, when instructed by the NFCC ~~National Fire Chiefs' Council~~ to act in a professional capacity on its behalf PROVIDED THAT at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion.
- (b) Of reasonable and proper remuneration for any services rendered to the NFCC ~~National Fire Chiefs' Council~~ by any Member, officer or servant of the NFCC~~National Fire Chiefs' Council~~, or a ~~f~~Fire ~~a~~Authority rendering services to the NFCC ~~National Fire Chiefs' Council~~ under the terms of a Service Level Agreement.
- (c) Of interest on money lent by any Member of the NFCC ~~National Fire Chiefs' Council~~ or Trustee at a reasonable and proper rate per annum not exceeding ~~2%~~two per cent above the published base lending rate of a clearing bank to be selected by the Trustees.
- (d) Of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a Member holding no more than 1/100th part of the issued capital of that company.
- (e) Of reasonable and proper rent of premises demised or let by any Member of the NFCC~~National Fire Chiefs' Council~~ or a Trustee.
- (f) To any Trustee of reasonable out-of-pocket expenses.
- (g) Of any premium in respect of any indemnity insurance to cover the liability of the Trustees 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 charity: provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or

breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees.

5. The liability of the Members is limited.

6. Every Member of the ~~National Fire Chiefs' Council~~ NFCC undertakes to contribute such amount as may be required (not exceeding £10) to the NFCC's ~~National Fire Chiefs' Council~~ NFCC's assets if it should be wound up while he or she is a Member or within one year after he or she ceases to be a Member, for payment of the NFCC ~~National Fire Chiefs' Council~~ NFCC's debts and liabilities contracted before he or she ceases to be a Member, and of the costs, charges and expenses of winding up for the adjustment of the rights of the contributories among themselves.

67. If the NFCC ~~National Fire Chiefs' Council~~ NFCC is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property, it shall not be paid to or distributed among the Members ~~Trustees~~ of the NFCC ~~National Fire Chiefs' Council~~ NFCC but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the NFCC ~~National Fire Chiefs' Council~~ NFCC by Article ~~46~~ (above, chosen by the Trustees of the NFCC ~~National Fire Chiefs' Council~~ NFCC at or before the time of dissolution and if that cannot be done then to some other charitable object.

Members:

278. The ~~subscribers to the Memorandum and such other persons~~ individuals or organisations as are admitted to Membership in accordance with the provisions of Articles ~~10-15~~ below shall be Members of the NFCC Association.

Categories of member Membership

8 93. The NFCC Association shall consist of Individual, Past, Honorary, Professional Partner, International and Sector Members.

9 104. Each Individual Member shall be entitled to one vote.

The following persons shall be eligible to be Individual Members:

- (a) Brigade ~~managers~~ Managers, Area Managers and those who hold equivalent positions and who are employed by fire and rescue authorities in the United Kingdom and British Overseas Territories;
- (b) Those who temporarily have the rank of Area Manager and are expected to do so for a reasonable period of time can be admitted to Membership at the discretion of the Secretary; and
- (c) Others employed by a United Kingdom and British Overseas Territories public sector fire and rescue service authorities, who hold equivalent positions to 1049 (a) and 104 9 (b), at the discretion of the Secretary.

9 Each individual Member shall be entitled to one vote.

~~1015(d)-~~ Persons who have ceased to be ~~l~~individual ~~M~~embers under the provisions of Article ~~25-22~~ (b) shall be eligible to be past ~~M~~embers. Past ~~M~~embers shall not be entitled to vote.

~~10126.~~ Any United Kingdom ~~[public sector]~~ fire and rescue service, ~~Crown Dependency fire and rescue service, British Overseas Territory fire and rescue service, and fire and rescue service providing services to a Crown Body~~ is eligible to become a ~~P~~rofessional ~~P~~artner. A ~~P~~rofessional ~~P~~artner organisation shall not be entitled to a vote.

~~11.237.~~ A private sector fire and rescue service within the United Kingdom may be eligible to be ~~S~~ector ~~M~~embers. Sector ~~M~~embers shall not be entitled to vote.

~~131248.~~ Persons whose activities in the management or development of ~~firefighting~~ or fire prevention or development of the ~~NFCC~~ have merited such recognition shall be eligible to be appointed by the ~~NFCC GFOA Trustees~~ as ~~H~~onorary ~~M~~embers. Honorary ~~M~~embers shall not be entitled to vote.

~~13459.~~ Associations in other countries, which are kindred bodies to ~~the NFCC~~ with broadly equivalent standing and similar aims, may be admitted as ~~I~~nternational ~~M~~embers at the discretion of the ~~GFOA NFCC Trustees~~. ~~GFOA~~ International ~~M~~embers shall not be entitled to vote.

Admission to ~~M~~embership

~~14560.~~ The ~~GFOA NFCC Trustees~~ shall determine procedures for admission of ~~l~~individual, ~~P~~ast, ~~I~~nternational and ~~S~~ector ~~M~~embers and may delegate the power to make decisions on applications for ~~M~~embership to a ~~T~~rustee or committee of ~~T~~rustees. The ~~GFOA NFCC National Fire Chiefs Council NFCC Trustees~~ shall determine procedures for admission and may delegate these powers but shall not delegate the power to appoint ~~H~~onorary ~~M~~embers.

~~15671.~~ Any applicant for ~~M~~embership who is refused admission to ~~NFCC National Fire Chiefs' Council NFCC the Association~~ may appeal against the decision by making representations in writing to the Secretary within seven days of the receipt of notification that the application has not been accepted for ~~M~~embership. The Secretary shall refer the appeal to the next meeting of the ~~GFOA NFCC Trustees~~, whose decision shall be final.

~~16782.~~ As a condition of their ~~M~~embership, all ~~M~~embers are expected to adhere to ~~the principles of the NFCC Code of Ethics. Association which will be directed by the GFOA National Fire Chiefs Council - s under the powers given by article-~~

Subscriptions

~~17893.~~ Individual ~~M~~embership may be paid by either:

- (a) ___ Annual invoice by the relevant ~~P~~rofessional ~~P~~artner ~~(the Member's employer), or-~~
- (b) ___ Direct payment method by the ~~l~~individual ~~M~~ember.

~~1892014.~~ ~~Article 179(a)~~ is the default payment method for ~~l~~individual ~~M~~embers. ~~The Individual Membership fee is set via recommendation to the general meeting by the Trustees. All Mmembers shall pay the annual subscription before Membership can commence. No refunds will be given for withdrawal from Membership part-way through the year. Membership will begin on the day of joining and run from that date until the end of that financial year. An individual Member shall pay on such date as the GFOA NFCC Trustees shall specify in each year an annual subscription for each category of Membership as recommended by the GFOA NFCC Trustees~~

and agreed at the annual general meeting preceding. A newly elected Member shall pay one twelfth of the annual subscription for each month of Membership, including the month of joining, within the subscription year.

~~202115.~~ An individual Member, paying their subscription as outlined in Article 19 (b), who has not paid an annual subscription within three months of joining shall be so advised in writing by the Secretary giving 14 days for payment to be made (or set up) after which time Membership can be suspended. The individual Member has the right to request a referral to the CFOANFCC Trustees and this request must be received in writing by the Secretary within 14 days of the suspension date. After hearing the Member the CFOANFCC Trustees may remove that person from Membership of the NFCC Association after the expiry of twenty-eight days' written notice of any such decision of the CFOANFCC Trustees. The decision of the CFOANFCC Trustees shall be final.

~~1921216.~~ A Past Members shall pay the predetermined subscription before Membership can commence, a once only subscription of 50% of the ordinary annual subscription in force at the time the application for such Membership is accepted.

~~2012317.~~ The CFOANFCC Trustees will determine the annual payment due from Professional Partners. Professional Partners shall pay the predetermined annual subscription before Membership can commence. No refunds will be given for withdrawal from Membership part way through the year. Membership will begin on the day of joining and run from that date until the end of that financial year.

~~2123418.~~ Sector and International Members shall pay the predetermined annual subscription before Membership can commence. No refunds will be given for resignation part way through the year. Membership will begin on the day of joining and run from that date until the end of that financial year.

Termination of Membership

~~2234519.~~ Membership of the NFCC Association shall be terminated as follows:

- (a) By resignation, when the Member shall give one calendar month's notice in writing to the Secretary of the NFCC National Fire Chiefs' Council NFCC Association, providing that after such resignation the number of Members is not less than two.
- (b) Upon retirement or termination of the Member's employment with the applicable fire authority or public service, unless granted past Membership.
- (c) By decision of the CFOA Trustees Secretary due to the failure to pay the membership fees in accordance with Article 21 above.
- (d) By a decision of the CFOANFCC Trustees that a Member has brought the Association NFCC into disrepute.
- ~~(e) By a decision of the Secretary due to the failure to pay the membership fees.~~

General Meetings:

~~230356.~~ The NFCC Association shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one annual general meeting of the NFCC Association and that of the next. The annual general meeting shall be held within six

months of the financial year end of the NFCC Association, and subject thereto the annual general meeting shall be held at such time and place as the NFCC GFOA Trustees shall appoint. All general meetings other than annual general meeting shall be called extraordinary general meetings. All Members of the Association may attend general meetings.

245671. The annual general meeting shall receive an annual report from the GFOA NFCC Trustees, receive the accounts of the NFCC Association, elect the auditors of the NFCC Association and fix their terms of reference and remuneration and consider such other matters as may be brought forward by the NFCC GFOA Trustees or by a notice of motion sent to the Secretary.

256782. A notice of motion pursuant to Article 247 must be submitted to the Secretary at least twenty-eight days before the date of the annual general meeting or any extraordinary general meeting signed by not less than two Members of the NFCC Association.

267893. The NFCC GFOA Trustees may call general meetings at any time and shall call a general meeting when requested to do so by Members in accordance with the Act.

Notice of general meetings

27893024. -All meetings shall be convened in writing by the Secretary after consultation with the chair Chair of the NFCC GFOA Trustees and all Members shall be given at least twenty-one Clear Days' written notice of an annual general meeting and at least fourteen Clear Days' notice of any other general meeting. All notices shall state the place, date and commencement time of the meeting and shall be accompanied by the agenda of the business for the meeting. The notice shall specify whether the meeting will be a physical only meeting or a hybrid meeting and, in the case of a hybrid meeting, the electronic platform to be used.

28930125. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

Hybrid meetings

2930312. Nothing in these Articles prevents a general meeting being held either as:

(a)32.1 a general meeting held and conducted by physical attendance by Members (or their proxies) at a particular place (a "physical meeting"), or

(b)32.2 a general meeting held and conducted by both physical attendance by Members (or their proxies) at a particular place and by Members (or their proxies) also being able to attend and participate by electronic means without needing to be in physical attendance at that place (a "hybrid meeting").

30132.: The Trustees shall in their discretion determine whether a general meeting is to be held as a physical meeting or a hybrid meeting.

31234. Members or their proxies present shall be counted in the quorum for, and entitled to vote at, a hybrid meeting, and that meeting shall be duly constituted and its proceedings valid, if the chair of the meeting is satisfied that adequate facilities are available through the hybrid meeting to ensure that Members (by their proxies) attending the hybrid meeting who are not present together at the same place may:

34.1(a) participate in the business for which the meeting has been convened;

(b)34.2 hear all persons who speak at the meeting.; and

(c)34.3 be heard by all other persons at the meeting.

32345. Without prejudice to Article 30, any interruption to the electronic participation of, or technology failure on the part of, one or more Members (or their proxies) shall not affect the validity of the meeting or any business transacted at it.

33456. If it appears to the chair of the hybrid meeting that the electronic platform(s), facilities or security at the hybrid meeting have failed or have become inadequate for the purposes referred to in Article 289 the chair may, without the consent of the meeting, interrupt or adjourn the general meeting. All business conducted at the general meeting up to the time of an adjournment shall be valid and the relevant provisions of Articles 42 and 43 shall apply to and in respect of that adjournment.

Meeting at more than one location

34567. Without prejudice and in addition to Articles 23 – 26, tThe Trustees may decide to enable persons entitled to attend a general meeting (whether that meeting is a physical meeting or a hybrid meeting) to do so by simultaneous attendance and participation at a satellite meeting place anywhere in the world and Members (through their proxies) present at such satellite meeting places shall be counted in the quorum for, and entitled to vote at, the general meeting in question, and the meeting shall be duly constituted and its proceedings valid if the chair of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that Members (through their proxies) attending the meeting at all meeting places are able to:

37.1(a) participate in the business for which the meeting has been convened;

(b) ~~37.2~~—hear and see all persons who speak (whether by the use of microphones, -loudspeakers, audio visual communications equipment or otherwise) at the principal meeting place and at any satellite meeting place; and

(c)37.3 be heard and seen by all other persons present in the same way.

35678. The chair of the meeting shall be present and preside at, and the meeting shall be deemed to take place at, the principal meeting place.

36789. The Trustees may, for the purpose of ensuring the comfort, safety and security of those attending at any place specified for the holding of a physical general meeting, from time to time, make such arrangements as the Trustees shall consider to be appropriate in the circumstances and may from time to time vary any such arrangements or make new arrangements in place thereof. In the case of any physical meeting to which such arrangements apply the Trustees may, for the purposes of ensuring the comfort, safety and security of those attending, when specifying the place of the meeting:

~~39.1(a)~~ direct that the meeting shall be held at the place for the general meeting specified in the notice, at which the chair of the meeting shall preside (“Principal Place”); and

~~(b)39.2~~ make arrangements for simultaneous attendance and participation at other places anywhere in the world (and/or by electronic means) for Members (or their proxies) entitled to attend the general meeting but who cannot be accommodated in the Principal Place or who are excluded therefrom under the provisions of this Article, or who wish to attend at any of such other places (or by such electronic means, as the case may be), provided that all persons attending (whether at the Principal Place or such other places or by electronic means) may participate in the

business for which the meeting has been convened, hear all persons who speak at the meeting and be heard by all other persons at the meeting.

378940. Such arrangements for simultaneous attendance may include arrangements for regulating the level of attendance in any manner aforesaid as between the Principal Place and any of such other places, provided that they shall operate so that any Members (or their proxies) who cannot be accommodated in the Principal Place or wish to attend at other places or by electronic means as aforesaid are able to attend at one of such other places or by such means. For the purposes of all other provisions of these Articles any such meeting shall be treated as being held and taking place at the Principal Place.

Proceedings at general meetings

38940126. No business shall be transacted at any meeting unless a quorum is present, either in person or by proxy. The quorum shall be one ~~tenth~~ quarter of the ~~individual~~ ordinary Members of the Association or ten ordinary individual Members, whichever is the greater.

394041227. The ~~chair~~ Chair of the NFCC CFOA Trustees or in ~~his~~ their absence some other Trustee nominated by the NFCC CFOA Trustees shall preside as chair of the meeting, but if neither the ~~chair~~ Chair of the NFCC CFOA Trustees nor such other Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting or willing to act as chair, the Members present and entitled to vote shall choose one of their number to be chair.

40142328. The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

41243429. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

42344530. A meeting shall be dissolved if a quorum is not present within half an hour from the time appointed for the commencement of the meeting, but proceedings shall not be invalidated for want of a quorum arising after business has commenced.

43445631. The ~~c~~ Chair shall conduct the meeting to ensure full and fair participation by Trustees and Members in accordance with rules of debate that shall be determined by the National Fire Chiefs Council CFOA s and, ~~subject thereto~~, shall have authority to rule on any matter of procedure.

44546732. In the event of an equality of votes, the chair of the meeting shall have an additional casting vote.

45647833. Voting on any question shall be by show of hands unless a ballot is demanded by one ~~two~~ thirds of the Members present and entitled to vote. A demand by a person as proxy for a Member shall be the same as a demand by the Member. In the event of a ballot being demanded, two scrutineers shall be appointed by the meeting who shall be responsible for the issue and collection of ballot papers and shall scrutinise and count the votes. The ballot shall be held at such time during the course of the meeting as the chair shall direct. The chair shall ensure that all who vote on a show of hands are entitled to do so and shall count, or supervise the counting, of the votes. The results of all voting, whether on a show of hands or a ballot, shall be declared to the meeting by the chair.

Votes of Members

- ~~467489~~34. (a) All Individual Members of the NFCC are entitled to vote on any question. Past, Honorary, Professional Partner, Sector and International Members shall not be entitled to vote on any matter.
- (b) On a show of hands every Member who is present in person or by proxy shall have one vote ~~and on a ballot and, on a ballot,~~ votes may be given either personally or by proxy.
- (c) The appointment of a proxy shall be in writing, signed by the appointing Member and shall be in such form as the NFCC CFOA-Trustees shall determine. To be valid a signed proxy form must be deposited at the registered office of the NFCC Association not less than 48 forty-eight hours before the time for holding the meeting or adjourned meeting.
- ~~478495~~035. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.

Trustee Trustees

- ~~489505~~136. The NFCC Association will be governed by the NFCC CFOA-Trustees, which may set up such committees, sub-committees and task groups within its terms of reference.
- ~~495051~~237. The NFCC CFOA-Trustees shall make rules not inconsistent with these Articles governing the appointment, organisation, duties and powers of committees, sub-committees and task groups.
- ~~504523~~38. The number of Trustees shall not be more than twelve (unless otherwise determined by ordinary resolution).
- ~~512534~~39. The NFCC CFOA-Trustees shall comprise:
- (a) ~~four at least two independent~~ Trustees, one of whom will be the chair, elected in accordance with Article ~~55~~9, and
 - (b) ~~six four three~~ Trustees from Fire Authorities appointed in accordance with ~~by~~ Article ~~56~~9,;
 - (c) ~~three four co-opted~~ Trustees appointed according to Article ~~61~~;
 - (d) one Trustee appointed by Article ~~47~~ to represent individual Membership in accordance with Article ~~62~~, and
 - (e) up to two other Trustees appointed in accordance with Article ~~63~~. This allows the Trustees to make additional appointments to reflect the remaining types of governance structures for Fire Authorities in the UK or appoint additional independent Members to fulfil ensure the board has an appropriate balance of skills, knowledge and experience a skills gap.

Powers of Trustees

- ~~523545~~40. Subject to the provisions of the Act, the ~~se Memorandum and the~~ Articles and to any directions given by special resolution, the business of the NFCC Association shall be managed by the NFCC CFOA-Trustees who may exercise all the powers of the NFCC Association. No

alteration of the ~~Memorandum or the~~ Articles and no such direction shall invalidate any prior act of the NFCC CFOA Trustees, which would have been valid if that alteration had not been made or that direction had not been given.

~~53455641.~~ The powers given by Article ~~40525~~ shall not be limited by any special power given to the NFCC CFOA Trustees by the Articles and a meeting of the NFCC CFOA Trustees at which a quorum is present may exercise all the powers exercisable by the NFCC CFOA Trustees.

~~56742.~~ In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the National Fire Chiefs' Council NFCCCFOA Trustees shall have the following powers, namely:

~~(a) — To expend the funds of the Association in such manner as they shall consider most beneficial for the achievement of the Objects of the Association and to invest in the name of the Association such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the Association.~~

~~(b) — To enter into contracts on behalf of the~~

~~(dc) — The trustees shall supervise and be responsible for all aspects of the management of the Association's headquarters and its related function.~~

Appointment of Trustee Trustees

~~54557843.~~ All Trustee appointments will be for a three-year periods with the potential to extend for a further three two year three-year periods. The Chair has the potential to further extend for an additional two-year period, and so with a maximum eight-year tenure. Any break in term of office will not impact on the maximum term of office allowed.

~~55658944.~~ To ensure appropriate diversity and mix of skills and experience on the Board, The Chair of the Trustees and three at least one other Trustees will be the remaining independent Trustees. will be selected by the CFOA Trustees. The selection must be supported by at least 50% of the CFOA Trustees.

~~567596045.~~ Six Trustees will be appointed from the NFCC Individual Membership. Trustees will be nominated from each of the most common types of fire authorities, namely, combined fire authorities, single council, metropolitan, Mayoral, Police, Fire and Crime Commissioner and the London Fire Commissioner¹. Appointments of Trustees from Each grouping will be managed in accordance with the Trustee Policy. of fire authority will be responsible for nominating a CFOA Individual to be their representative to the CFOA s. The nomination should be confirmed in writing to the Secretary.

~~586146.~~ A co-opted Trustees will represent Scotland, a co-opted trustee will represent Wales, and co-opted trustee will represent Northern Ireland and it will be the responsibility of the respective fire and rescue service to nominate their representative Trustee. The nomination should be confirmed in writing to the Secretary.

~~606247.~~ One Trustee will be appointed from the NFCCCFOA Individual Membership, who is an Area Manager (or equivalent seniority from non-uniformed staff groups) or above, but should not be a serving Chief Fire Officer. The selection process will be managed by the CFOA NFCC Trustees.

¹ There are six types of Fire Authority in the UK, in addition to the four listed in Article 45, the other two are PFCC-led and Mayor-led.

~~57961348~~. The NFCCGFOA Trustees shall be responsible for determining the selection process for any other Trustees. All Trustees will be recruited on the skills and competencies required by the Board of Trustees at the time of the vacancy and this is determined through the process in place to evaluate the skills and performance of the Board of Trustees.

~~586062449~~. The NFCCGFOA Trustees shall have authority to fill by appointment any Trustee vacancy arising during the year and any person so appointed shall hold office until the next annual general meeting.

~~596163550~~. Any Trustee of the NFCCAssociation may be removed from office and be replaced by another Member by ordinary resolution of an extraordinary general meeting for such time as elapses between the date of the extraordinary general meeting and the next annual general meeting.

~~60264651~~. Subject to the provisions of the Act, ~~and~~ the Charities Act 2011 ~~and to Clause 5 of the Memorandum~~, the NFCCGFOA Trustees may appoint one or more of their number to any unremunerated executive office under the NFCCAssociation. Any such appointment may be made upon such terms as the NFCCGFOA Trustees determines.

~~61365752~~. Except to the extent permitted by Article 4, no Trustee in their personal capacity shall take or hold any interest in the property belonging to the NFCCAssociation or receive remuneration or be interested otherwise than as a charity Trustee in any other contract to which the NFCCAssociation is a party.

Disqualification and removal of Trustees

~~624 66853~~. A Trustee shall cease to hold office if ~~hethey~~:

- (a) Ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a charity ~~t~~Trustee by virtue of Section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);
- (b) Becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
- (c) Resigns his or her office by notice to the NFCCAssociation (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
- (d) Is absent without the permission of the NFCCGFOA Trustees from all their meetings held within a period of six months and the NFCCGFOA Trustees resolves that his office be vacated.
- (e) The Trustee is found, in accordance with the NFCC'sAssociation's Disciplinary and Appeals Procedure, to have been in breach of the Code of Ethics to such an extent that Membership of the Association is withdrawn (for any length of time).

Trustees' expenses

~~635 67954~~. The Trustees may be paid all reasonable travelling, hotel and other out of pocket expenses properly incurred by them in connection with their attendance at NFCCGFOA Trustees meetings or committees of the NFCCGFOA Trustees or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

Proceedings of the Trustees

~~646 687055~~. The NFCCGFOA Trustees shall meet not less than twice a year. Subject to the provisions of the Articles, the NFCCGFOA Trustees may regulate their proceedings as they think fit. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the NFCCGFOA Trustees. Questions arising at a meeting shall be decided by a majority vote. In the case of an equality of votes, the chair shall have a second or casting vote.

~~657 769156~~. The quorum for the transaction of the business of the NFCCGFOA Trustees shall be one half of their number or six, whichever is greater.

~~668 727057~~. The NFCCGFOA Trustees may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than half of the eligible number of Trustees ~~six~~, the continuing ~~directors~~ Trustees may act only for the purpose of filling vacancies or of calling a general meeting.

~~679 737158~~. If the ~~chair~~ Chair of the NFCCGFOA Trustees is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chair of the meeting.

~~6870 747259~~. A resolution in writing, signed by all the Trustees entitled to receive notice of a NFCCGFOA Trustees meeting or of a committee meeting, shall be as valid and effective as if it had been passed at a meeting of Trustees or (as the case may be) a committee duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees.

~~6971 757360~~. Any bank account in which any part of the assets of the NFCC Association is deposited shall be operated by the Trustees and shall be held in the name of the NFCC Association.

~~702 767461~~. The NFCCGFOA Trustees shall be responsible for preparing and reviewing the strategies of the NFCC Association, for formulating and executing its policies, and for maintaining close and harmonious relationships with its Members.

~~7123 777562~~. The NFCCGFOA Trustees shall submit an annual report of the NFCC's Association's activities to the annual general meeting.

~~7234 787663~~. From time to time the NFCCGFOA Trustees may call for reports from any committee on matters falling within its terms of reference.

~~7345 797764~~. The NFCCGFOA Trustees may by resolution in each case, reserve to itself the power to take decisions on any especially sensitive or important matters.

~~7456 807865~~. Where formal matters of such urgency arise that they cannot await the next meeting of the NFCCGFOA Trustees they shall be dealt with by the chair of the NFCCGFOA Trustees in consultation with the appropriate officers.

~~7567 817966~~. From time to time as appropriate the NFCCGFOA Trustees shall issue guidance to Members on adherence to the NFCCGFOA Code of Ethics² and the maintenance of professional standards of conduct.

National Fire ~~The~~ Chiefs' Council

~~7678 828067~~. The NFCCGFOA Trustees will establish the National Fire Chiefs' Council to manage the activities of the NFCC Association in relating representing to operational policy and public policy relating to fire and rescue services, establishing strategies and policies for fire and rescue services, and developing standards, tools and guidance in the furtherance of the NFCC's

² The NFCC have adopted the SOLACE Local Public Services Senior Managers: Code of Ethics.

~~Objects. and~~ The NFCC Trustees will determine the Chiefs' Council NFCC's terms of reference, membership, funding, and reporting arrangements to the Trustees.

~~7789-838168.~~ For the avoidance of doubt the Chiefs' Council NFCC will have no legal personality of its own.

~~78980-848269.~~ The Chiefs' Council NFCC will be responsible for establishing an annual work plan, supported by a proposed budget for approval by the Trustees.

~~79801-858370.~~ The NFCCFOA Trustees may enter into an agreement with UK ~~f~~Fire and r~~Rescue Services services~~ (or any number of them) to support the work of the Chiefs' Council NFCC.

National Fire ~~The~~ Chiefs' Council Chair

~~8012-868471.~~ The role of the Chiefs' Council NFCC Chair will be determined by the NFCCFOA Trustees from time ~~_~~to~~_~~ time and confirmed in writing in the form of a job description.

~~8123-878572.~~ The Chiefs' Council NFCC Chair shall be elected by a ballot of ~~l~~individual Members under rules to be determined and published by the NFCCFOA Trustees.

~~8234-888673.~~ The NFCCFOA Trustees shall make arrangements to employ the Chiefs Council NFCC Chair, or second the Chiefs Council Chair from the employing fire and rescue authority, following their election on such terms and conditions as the NFCCFOA Trustees determine.

~~8345-898774.~~ The Chiefs Council NFCC Chair will be accountable to the NFCCFOA Trustees for the fulfilment of the role.

National/Regional Grouping

~~9080.~~ ~~The NFCC Association shall be divided into national/geographical areas as may be determined from time to time by the annual general meeting and each Member of the NFCC Association shall be a Member of the national/geographical area within which he or she is employed.~~

~~981.~~ ~~Members from each national/geographical area may, in a manner determined by that national/geographical area meet to consider any matter that is appropriate to that national/geographical area.~~

Secretary

~~8456-98288.~~ The Secretary shall provide support as appropriate to the processes of the NFCC Association. ~~The Secretary and~~ shall be Secretary to the NFCCFOA Trustees and any general meetings of the NFCC Association.

~~87-9838965.~~ The Secretary shall prepare minutes and maintain records of all general meetings of the NFCC Association and the NFCCFOA Trustees. The Secretary shall also obtain and preserve records of the minutes of all committees and sub-committees and shall ensure that all decisions recorded at such meetings remain available for reference and to assist in research and the determination of NFCC Association policy.

~~88-9849067.~~ The Secretary shall maintain a record of all Members of the NFCC Association, and shall report all applications for Membership and resignations to the NFCCFOA Trustees.

Accounts

~~89-9859178~~. The Secretary shall make arrangements to maintain proper accounting records for the transactions of the ~~NFCCAssociation~~ and as soon as practicable after the financial year-end, each year shall ~~arrange for~~prepare an income and expenditure account and the balance sheet for presentation to qualified auditors. After audit, the income and expenditure account and balance sheet shall be circulated to all ~~Members~~ of the ~~NFCCAssociation~~ attending the annual general meeting.

~~8890-98692~~. Qualified auditors shall be engaged to audit the accounts of the ~~NFCCAssociation~~. They shall be appointed or removed from office only by resolution of a general meeting of the ~~NFCCAssociation~~.

~~91-98793089~~. The Secretary shall maintain bank and other investment accounts with bank(s) or similar organisations as decided by the ~~NFCCGFOA Trustees~~ from time to time.

~~9012-98894~~. An individual ~~Member~~ of the ~~NFCCAssociation~~ may inspect the accounting records and register of ~~Members~~ upon giving the Secretary fourteen ~~days' notice~~ in writing.

Annual Report

~~93-9899521~~. The ~~Trustees~~ shall comply with their obligations under the Charities Act ~~20114992~~ (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the commissioners.

Annual Return

~~924-1090963~~. The ~~Trustees~~ shall comply with their obligations under the Charities Act ~~20114992~~ (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the commissioners.

Notices

~~95-10919743~~. Any notice to be given to or by any person pursuant to these ~~se~~ Articles shall be in writing, to include ~~E~~electronic ~~C~~ommunication, except that a notice calling a meeting of the ~~NFCCGFOA Trustees~~ need not be in writing.

~~96-10929845~~. The ~~NFCCAssociation~~ may give any notice to a ~~Member~~ either personally or:

~~102.1(a)~~ by delivering it by hand to the Member's last known address;

~~(b)102.2~~ -by sending it by post in a pre-paid envelope addressed to the ~~Member~~ at his ~~registered~~last known address;

~~(c)102.3~~ by Electronic Communication to an address notified by the Member in writing; or

~~102.4(d)~~ by a website, the address of which shall be notified to the Member in writing.

~~97-10939956~~. ~~If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.~~

~~98-10410067~~. ~~If a notice or document is sent by post or other delivery service, it is treated as being delivered:~~

~~(a)104.1~~ ~~In the case of a notice sent to Members, 48forty-eight hours after it was posted or given to delivery agents, if first class post was used, or~~

(b)104.2 In the case of a notice sent to Members, ~~72~~seventy-two hours after it was posted or given to delivery agents, if first class post was not used.

(c)104.5 In the case of a notice sent to non-UK Members, ~~7~~seven Clear Days' after it was sent by air mail,

provided that it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was properly addressed and put into the post system or sent by air mail or given to delivery agents with postage or delivery paid.

9789-1015. If a notice or document is sent by Electronic Communication, it is treated as being delivered at the time it was sent.

989100-1026. If a notice or document is sent to a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

991001-103.7 A Member present in person at any meeting of the NFCCAssociation shall be deemed to have received notice of the meeting and of the purposes for which it was called.

Indemnity and insurance

1048. Subject to the provisions of the Act every director Trustee or other Officer of the NFCCAssociation shall be indemnified out of the assets of the NFCCAssociation against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the NFCCAssociation.