

Association of Circulation Executives Constitution

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This ~~agreement~~ Constitution is dated ~~18th August 2016~~^{date}; ~~and is made between:~~

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~~The Governing Committee Members of the Association of Circulation Executives whose addresses appear next to their respective names~~

Background to this agreement:

The Association was formed in 1951 and this ~~constitution~~ Constitution supplants all previous ~~constitution~~ Constitution documents.

The Governing Committee members ~~&~~ and trustees of the Association known as the Association of Circulation Executives desire the Association to be regulated according to the following terms and conditions.

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~~These are the terms of the agreement:~~

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7.1. Definitions

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These definitions apply unless the context requires a different interpretation:

'ACE'	means the Association of Circulation Executives
'AGM'	means Annual General Meeting of the means Association;
'Association Year'	means the period of a calendar year beginning on 1st January;
'EGM'	means Extraordinary General Meeting of the Association;
'GC'	means the collective membership of the ACE Governing Committee;
'GM'	m Means the contracted General Manager;
'The Committee'	means s the following Officers, elected by the AGM: the Chairman, the Honorary Treasurer, and the contracted G general M manager;
'Officer of the Association'	means any member of the Committee, or Trustee; and
'The Rules'	means the terms and conditions, and the spirit, of this agreement Constitution. ;

Name

The association, which was formed in 1951, shall be known as the Association of Circulation Executives (ACE).

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2. Aims and Objectives

- a) To foster fellowship, friendship and the exchange of ideas between executives within the industry.
- b) To promote a wider knowledge, understanding and value of ~~the~~ circulation, sales, marketing and supply chain activity across the industry.
- c) To act as a forum for the discussion of common issues.
- d) To provide education, training and information with the aim of encouraging ~~increasing~~ excellence and continued improvement across all activities within the supply chain.
- e) To operate as a “not for profit” organisation.

3. Membership

- a) Membership shall be open to executives working in circulation, distribution, digital, sales, marketing, administration, logistics and ~~the supply of service providers~~ within the news ~~& and~~ magazine industry supply chain. Members shall ~~normally~~ be employed by ~~retailers, wholesalers or publishers~~ publishers, wholesalers and retailers, or affiliated service companies, but may also be or self-employed working in these sectors.
- b) Membership is by opt-in and conferred granted upon by dint of employment within the industry.
- c) Membership information shall be stored on a database and managed in accordance with the UK Data Protection Act.
- d) Members may be required to pay an annual fee, which would be determined by the ~~Governing Committee~~ GC.
- e) With the agreement of the GC, Members may retain their membership while not working in the news ~~& and~~ magazine industry supply chain, and when they are retired.
- f) Members undertake to uphold the ACE Constitution (a copy of which will be available upon request upon registration) and not to take any action ~~which~~ that would damage the credibility and reputation of ACE.
- g) Members may resign at any time and have their registration details removed from the database.
- gh) The GC reserves the ultimate right to disqualify and/expel any Member at its discretion, and without appeal.

4. Management of the Association

- a) ~~Subject to a vote of the membership at an AGM or an EGM,~~ The management ~~and control~~ of the Association shall be vested in the GC which shall meet as required to organise the Association.

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- b) The Chairman's functions shall include setting the agenda and procedure for meetings of the Committee.
- c) The GM ~~functions~~ role shall include sending notices to Members and recording the proceedings of AGMs, EGMs, ~~and~~ meetings of the Committee and other activities as determined by the GC.
- d) The Honorary Treasurer's ~~functions~~ role shall include ensuring the accurate and proper recording of the accounts, ACE bank account(s), and day-to-day income and expenditure of the Association. The Board of Trustees will oversee and control funds on deposit.
- e) The quorum for Committee meetings shall be five (5) Officers, and the Chairman shall, where necessary, have a casting vote.

5. Governing Committee

- a) The purpose of the GC shall be to conduct the affairs of ACE in accordance with the Constitution.
- b) The membership of the GC shall consist of a Chairman plus up to ten (10) members of ACE selected to be representative of the news ~~& and~~ magazine industry supply chain. ~~This number shall include the chairman of the ACE Northern Division.~~
- c) Members ~~shall~~ may be appointed to the ~~Governing Committee~~ GC by nomination of the Chairman ~~and either the Vice Chairman or the Honorary Treasurer or a Trustee together with two (2) Officers of ACE to be drawn from the Vice Chairman, Honorary Treasurer, and Members of the Board of Trustees.~~
- d) The ~~Governing Committee~~ GC shall meet no less than five (5) times per annum.
- e) The Chairman ~~shall~~ may nominate, and the GC shall vote to approve, a Vice Chairman who shall succeed the Chairman. ~~The Vice Chairman shall~~ may nominate, and the GC shall vote to approve, a deputy Vice Chairman who shall succeed the Vice Chairman, ~~and~~ ~~The GC shall~~ appoint an appropriate Honorary Treasurer.
- f) Members of the GC ~~shall~~ may be appointed to sub-committees responsible for particularly aspects of the affairs of ACE. Membership of sub-committees can be co-opted from the ACE membership, and shall not be limited to members of the GC.

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- g) The duties of the members of the GC shall be proposed by, and agreed with, the Chairman and approved by the GC.
- h) With the exception of the Honorary Treasurer, members of the GC shall serve for three (3) years after which they may be invited to serve a-one (1) further term.
- i) The Honorary Treasurer shall be responsible for setting the budgets, maintaining the income and expenditure accounts, the balance sheet, dealing with VAT and determining the rules for expenditure levels and bank account signatories from the GC. The GC may choose to appoint a general-General manager-Manager to perform these duties under and/or, in consultation with the Trustees, appoint professional accountants to manage the financial affairs of ACE.
- j) The GC may:
 - i. operate a bank account
 - ii. employ staff or consultants
 - iii. operate a website
 - iv. organise “for profit” and “not for profit” activities
 - v. organise educational and training activities
 - vi. create sub-committees
 - vii. approve reasonable expenses for the chairmanChairman
 - viii. determine the level of membership fees
 - ix. make donations to charities
- k) The Governing CommitteeGC shall establish may, at its discretion, operate a sub-committee known as the ACE Northern Division, the Chairman of which shall become a member of the GC.

~~l)~~ l) No business of ACE shall be conducted unless there is a quorum of the GC present, which shall comprise four (4) members plus the Chairman or Vice Chairman.

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6. Trustees

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- a) The purpose of the Trustees shall be to provide governance over the affairs of the association and support the Chairman and Vice Chairman to look after the long-term interests of ACE, to ensure ACE is run in accordance with the Constitution, and to ~~deal with the affairs and property~~ oversee the assets of ACE ~~as directed by the GC.~~
- b) ACE shall have no less than three (3) and no more than ~~six (6)~~ Trustees ~~each.~~
- c) Trustees shall meet no less than two (2) times per year.
- ~~e)d) New Trustees shall be invited to serve by the Board of Trustees.~~
- ~~d) Trustees shall be invited to serve by a decision of the Governing Committee.~~
- e) Trustees shall serve for a minimum term of three (3) years.
- f) No business of ACE concerning the Trustees shall be conducted unless there is a quorum of Trustees present, which shall comprise three (3) Trustees plus two (2) from the Chairman or Vice Chairman or Honorary Treasurer of the GC.
- g) Trustees may receive reasonable expenses to travel and attend meetings, which shall be approved by the Honorary Treasurer.

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7. President

- a) The GC may engage an Honorary President whose duties will focus as a figurehead for the organisation.
- b) The Honorary President shall preside over the AGM and EGM when called.
- ~~b) The Honorary President shall have a term of 3 ~~three~~ (3) years.~~
- c)

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8. Amendments to the Constitution

Amendments to the Constitution may be proposed by a member in writing to the ~~Governing Committee~~ GC and, if approved ~~by a majority within the GC,~~ shall be ~~brought before an AGM or EGM (for which four weeks notice shall be given) of ACE for endorsement, which shall require a simple majority in favour of the members present.~~ present. presented as a voting motion to the board of Trustees for final approval and ratification.

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9. Annual General Meeting

The AGM shall be held in February every year. The principle business shall be to receive reports and accounts from the GC, Northern Division and the Honorary Treasurer's report and balance sheet. Members present shall also approve recommendations from the GC for changes to the management of the affairs of ACE.

10. Extraordinary General Meeting

An EGM may be called by the Chairman of either the GC or the Board of Trustees, or by a majority vote of the GC. At least 14 days' notice should be given of an EGM.

10.11. General

- a) ACE shall operate on a calendar year basis, with the any new Chairman of the GC starting on the first Monday of January, unless otherwise agreed by the GC and ratified by the Board of Trustees.
- b) The financial year will operate 1st January to 31st December.
- c) ACE will arrange insurance to cover any member, officer of ACE or Trustee against any liability (including but without limitation personal injury to himself or any third party) for negligence, default, breach of duty or breach of trust of which he may be guilty in relation to ACE or its affairs and against any other liability which may attach to him or loss or expenditure he may incur in relation to anything done or alleged to have been done or omitted to be done as an officer of ACE or trustee in carrying out any business or matter properly undertaken by the person on behalf of ACE.
- d) ACE may be dissolved by resolution at a General Meeting called for the purpose of dissolution by a majority of not less than 75% of such members present and entitled to vote. Upon dissolution any property of ACE not consisting of money shall be sold and the proceeds together with any monies shall be used to settle the debts and liabilities of ACE. The remainder shall be distributed to such charity or charities as are nominated by joint decision of the Chairman of the GC, the Honorary Treasurer and the Trustees.

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412. Notices and service

- e) Any notice or other information required or authorised by this **Agreement Constitution** to be given by any party to another may be given by hand or sent by first class pre-paid post, or electronic means to the other party at the address provided for that type of communication.
- f) Any notice or information given by post shall be deemed to have been given on the second day after it was posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid and posted, and that it has not been returned to the sender, shall be sufficient evidence that it has been duly given.
- g) Any notice or other information sent by electronic means shall be deemed to have been duly sent on the date of transmission.
- h) Service of any legal proceedings concerning or arising out of this **Agreement Constitution** shall be affected by causing the same to be delivered to the party to be served at his main address, or to such other address as may from time to time be notified in writing by the party concerned.

4213. Miscellaneous matters

If any term in this **Agreement Constitution** is at any time held by any jurisdiction to be void, invalid or unenforceable, it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.

4314. Dispute resolution

- a) In the event of a dispute arising out of or in connection with this **Constitution Agreement**, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- b) Subject to paragraph 16.1, if any difference shall arise between any of the parties touching the meaning of this **Constitution Agreement** or the rights and liabilities of the parties, the same shall be referred to arbitration by a single arbitrator to be appointed, on the application of either side, by the President for the time being of the Law Society.

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4415. Jurisdiction

This Constitution Agreement shall be interpreted according to the Laws of [England and Wales / Scotland / Northern Ireland]UK law and the parties agree to submit to the exclusive jurisdiction of the [England and Wales / Scotland / Northern Ireland]UK courts.

Signed by Charlotte Macleod{name}

Chairman of the Governing Committee

Date

Signed by Leonard Stall

Chairman of the Board of Trustees

Date{name}

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