

Company Number: ~~2436831~~02436831

THE COMPANIES ~~ACTS 1985 AND 1989~~ACT 2006

COMPANY LIMITED BY GUARANTEE WRITTEN RESOLUTION

~~pursuant to Regulation 53 of Table A to the Companies Act 1985 which is embodied in the Articles of Association of the Company~~

We the undersigned being the members of the Company who at the date of circulation of this resolution are entitled to vote on the resolution, having read the information for members provided below, RESOLVE and AGREE that the following resolution, proposed by the directors of the Company, be passed as a written resolution and have effect as a special resolution in accordance with Chapter 2 of Part 13 of the Companies Act 2006:-

of

THE NATIONAL SOCIETY OF ALLIED AND INDEPENDENT FUNERAL DIRECTORS

(Passed ~~13 December 2006~~)

We being the Members of the Company who at the date of these resolutions would be entitled to attend and vote at a General Meeting of the Company resolve as follows:

Special Resolution

That the regulations contained in the printed document annexed hereto be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles thereof.

Signed by the Members of the Company:

.....
~~Edward Jeremy West~~

.....
~~Clive Anthony Leverton~~

Company Number: 2436831
THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

-of-

THE NATIONAL SOCIETY OF ALLIED AND INDEPENDENT FUNERAL DIRECTORS

Incorporated 26 October 1989

(Adopted by Special Resolution passed 2018)

Company Number: 2436831

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

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THE NATIONAL SOCIETY OF ALLIED AND INDEPENDENT FUNERAL DIRECTORS

Incorporated 26 October 1989

(Adopted by Special Resolution passed 2018)

1 TABLE C

The Model Articles shall not apply to the Company.

2 INTERPRETATION

2.1 In these Articles:

“Act” means the Companies Act ~~1985~~2006;

“Acts” means the Act and every other Act for the time being in force concerning companies and affecting the Company;

“Adopted Pre- Payment Scheme” means the official scheme adopted by the Company for the use of the membership and which the membership shall make available on request;

“Affiliate Members” means such members and membership as more particularly described in article 6 below and including, for the avoidance of doubt, The Birmingham Funeral Directors Guild;

“Approved Pre-Payment Scheme” means a scheme that complies with all relevant legislation, codes of practice, government recommendations and statutory requirements (as regulated by the Financial Services Authority and as detailed in the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001) and does not detract from the objects of the Company;

“Associate Members” means such members and membership as more particularly described in article 5 below;

“Associated Company” shall have the meaning set out in section 416 of the Income & Corporation Taxes Act 1988;

“Auditors” means the Auditors for the time being of the Company;

“By-laws” means the current by-laws of the Company as referred to in article 25;

“Company” means the above named company;

“Conflict” means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

“**Director**” means a member of the Board of Directors of the Company or a director as referred to in the Act;

“**Directors**” means the Board of Directors of the Company;

“**Firm**” means funeral directors carrying on business on their own account, in partnership with others, or as companies registered as private limited liability and registered under the Act or acts referred to in section 675 of the Act;

“**Group Funeral Company**” means any funeral directing company which is owned by, or managed by, or franchised to a company or public limited company whose shares are traded on any stock exchange or who are part of any co-operative movement;

“**Member**” means a person whose name is entered in the Register of Members of the Company and “**Membership**” shall be construed accordingly; and

“**Model Articles**” means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*S/2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered “**Model Article**” is a reference to that article of the Model Articles;

“**Office**” means the registered office of the Company;

“**Pre-Payment Schemes**” means any pre-payment scheme other than Adopted or Approved Pre-Payment Schemes;

“**Rules**” means then current rules of the Company as referred to in article 25;

“**Secretary**” means any person appointed to perform the duties of the secretary of the Company;

“**Subsidiary**” shall have the meaning set out in section ~~736~~[1159](#) of the Act;

“**these presents**” means these Articles of Association and the regulations of the Company from time to time in force;

“**Voting Member**” means all members of the Company other than Associate Members and Affiliate Members.

- 2.2 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.
- 2.3 Words importing the singular number only shall include the plural number and vice versa.
- 2.4 Words importing the masculine gender shall include the feminine gender.
- 2.5 Reference to any statute shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force.
- 2.6 Subject as aforesaid, any words or expressions defined in the Acts shall (if not inconsistent with the subject or context) bear the same meanings in these presents.

3 GUARANTEE

- 3.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while it is a Member or within one year after it ceases to be a Member, for
- 3.1.1 payment of the Company's debts and liabilities contracted before it ceases to be a Member,
 - 3.1.2 payment of the costs, charges and expenses of the winding up, and
 - 3.1.3 adjustment of the rights of the contributories among themselves.

4 MEMBERS AND MEMBERSHIP

- 4.1 The Company is established for the purposes expressed in the Memorandum of Association. There is no upper limit on the number of members.
- 4.2 Membership is open to Firms directly (but not necessarily exclusively) engaged in practice as funeral directors and is open to such other firms as the Directors shall at their discretion admit to membership, but excluding:
- 4.2.1 Group Funeral Companies and their employees;
 - 4.2.2 Firms offering Pre-Payment Schemes which do not comply with current legislation, codes of practice and statutory requirements as regulated by the Financial Services Authority and as detailed in the in the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001. The responsibility of ensuring compliance with legislation currently in force will be the sole responsibility of the member;
 - 4.2.3 firms who have entered into a contractual agency agreement with a pre-payment company whose Pre-Payment Scheme restricts a family's free choice of funeral director.
- 4.3 Where the same person, firm or company owns or controls more than one firm or company which are engaged in practice as funeral directors, membership shall only be open to such firms so owned or controlled in accordance with these presents.
- 4.4 For the purposes of article 4.3 above, an applicant which is a private limited company shall be deemed to be owned or controlled by another company if it is a Subsidiary of that company or a Subsidiary of another Subsidiary or Associated Company of that company. A firm will be deemed to be controlled by a person, firm or company where such person, firm or company controls (whether it be the exercise of voting rights or otherwise) the management and management policies of such firm and its business and affairs.
- 4.5 Where, subsequent to being accepted as a member of the Company, there is a change of control of any member (control having the same meaning as defined in article 4.4) and the person, firm or company acquiring control of the member is not itself a member, the member shall remain a member (unless the Directors' otherwise decide, their decision being a matter for their absolute discretion) provided that any company acquiring control is not a Group Funeral Company.
- 4.6 If so required by the Directors, any member upon a change of control or ownership occurring in relation to them shall provide forthwith to the Directors full details of its ownership, in particular details of the person, firm or company which has acquired control or ownership.

4.7 It shall be lawful for any person being a member of the Company to guarantee any larger sum than £1 by executing a bond or subscription contract with the Company to that effect.

4.8 The Secretary shall keep an accurate Register of Members of the Company.

5 ASSOCIATE MEMBERSHIP

5.1 Associate membership is open to Firms engaged in the manufacture or distribution of funeral supplies, funeral vehicle manufacture, funeral carriage masters and Firms carrying out ancillary and/or support services for the funeral profession at the discretion of the Board of Directors.

5.2 The nominated representative for any Associate Member must be a director or principal of the Associate Member.

5.3 Employees and representatives of Associate members are precluded from being appointed onto the Board of Directors, or onto any sub-committee of the Board of Directors.

5.4 The exclusions set out in Articles 4.2.1 - 4.2.3 inclusive also apply to associate membership.

6 AFFILIATE MEMBERSHIP

6.1 Affiliate membership is open to organisations wishing to associate themselves with the Company but are not admissible as Associate Members.

6.2 The nominated representative for any affiliate member must be an officeholder within that organisation.

6.3 Employees and representatives of Affiliate members are precluded from being appointed onto the Board of Directors, or any sub-committee of the Board of Directors.

6.4 The exclusions set out in Articles 4.2.1 - 4.2.3 inclusive also apply to affiliate membership.

6.5 All funeral directing firms in the United Kingdom belonging to an affiliate member must be a full member of the Company.

6.6 Funeral directors based outside the United Kingdom may, at the ultimate discretion of the Board of Directors and subject to the exclusions set out in Articles 4.2.1 - 4.2.3 be accepted into an overseas membership with exactly the same rights as affiliate members.

7 APPLICATION FOR MEMBERSHIP

7.1 Application for membership shall be submitted to the Registered Office in such form and containing such information and assurances as the Board of Directors may from time to time direct and such entrance fees as may be directed by the Board of Directors shall accompany the application.

7.2 The sole right of admission to membership shall be vested in the Directors who may without showing cause refuse to admit any Firm as a member of the Company.

7.3 Any applicant who has applied for membership and had that application rejected or who has not been notified in writing within 90 days of the date of the application shall have the right to appeal to the Board of Directors whose decision will be final and

without explanation. Such an appeal will be heard by any three Directors who have not been involved in the application process.

- 7.4 The submission of a completed application form and payment of any entrance fee will not guarantee membership of the Company and no refund of the application fees will be made to applicants where membership is refused.
- 7.5 The Directors may not consider re-application for membership from Firms whose membership applications have been rejected for a period of twelve months from the date of the original application.

8 CESSATION OF MEMBERSHIP

- 8.1 Any member may withdraw from the Company by giving three months' notice in writing to the Secretary of its intention so to do but any member Firm ceasing by any means to be a member shall remain liable for and shall pay to the Company all monies due from him to the Company at the time of ceasing to be a member or for which such member Firm may become liable under the provisions of the Memorandum of Association.
- 8.2 Membership will automatically cease upon a member's business being sold or being otherwise materially connected in any way to a Group Funeral Company. For the avoidance of doubt, determination of what constitutes a material connection will be at the sole discretion of the Board of Directors.
- 8.3 There will be no refund of entrance fee or subscription paid upon cessation of membership.
- 8.4 Membership will automatically cease if, after being admitted as a members, circumstances arise whereby that member ceases to be eligible for membership under these Articles or is deemed by the Board of Directors to be in the breach of the Articles or the Rules and By-laws.
- 8.5 The Directors may also without showing cause by a resolution passed by a majority consisting of not less than two-thirds of the Directors present at a Meeting of the Directors of and at which the member in question has been given reasonable notice and a reasonable opportunity of being heard in his own defence convened solely or inter alia for the purpose of considering such resolution refuse to continue any person as a member of the Company and if such resolution shall be so passed then such person shall cease to be a member and his name shall be removed from the Register of Members; provided that he shall remain liable for and shall pay to the Company all monies due from him to the Company at the time of his ceasing to be a member or for which he may become liable under the provisions of the Memorandum of Association.

9 GENERAL MEETINGS

- 9.1 The Company shall in March of each year or such other time as the Directors may determine hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.
- 9.2 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 9.3 The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on requisition in accordance with the Acts. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two members of the Company may convene an Extraordinary General Meeting in the same

manner as nearly as possible as that in which meetings may be convened by the Directors.

10 NOTICE OF GENERAL MEETINGS

10.1 An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by 21 days' notice in writing at the least, and a meeting of the Company other than an Annual General Meeting or a meeting for the passing of a Special Resolution shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business or in the case of any action being adopted or acted upon by the Directors, the nature of that action, and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Articles of the Company entitled to receive such notices from the Company. Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it is so agreed:

10.1.1 in the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat;

10.1.2 in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety-five per cent, of the total voting rights at that meeting of all members.

10.2 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 at that meeting.

11 PROCEEDINGS AT GENERAL MEETINGS

11.1 All business shall be deemed special that is transacted at any Extraordinary General Meeting, and also all that is transacted at any Annual General Meeting, with the exception of the consideration of the Accounts, Balance Sheets, and the Report of the Directors and Auditors, the Election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.

11.2 No business shall be transacted at any General Meeting unless a quorum of Voting Members is present at the time when the meeting proceeds to business; save as herein otherwise provided 2 Voting Members or one-tenth of the Voting Members of the Company if greater present in person or by proxy shall be a quorum.

11.3 If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Voting Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half-an-hour from the time appointed for the meeting the Voting Members present shall be a quorum.

11.4 The Chairman, if any, of the Directors or in his absence the Vice-Chairman shall preside as Chairman at every General Meeting of the Company, or if there is no such Chairman or Vice-Chairman or if he shall not be present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting.

- 11.5 If at any meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for the holding of the meeting, the Voting Members present shall choose one of their number to be Chairman of the meeting.
- 11.6 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 from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 11.7 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- 11.7.1 by the Chairman; or
- 11.7.2 by at least three Voting Members present in person or by proxy; or
- 11.7.3 by any Voting Member or Voting Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 11.8 Unless a poll be so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the Minutes of Proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
- 11.9 Except as provided in article 11.7, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 11.10 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
- 11.11 A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 11.12 Subject to the provisions of the Act a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.
- 11.13 Any matter or thing which may under these presents be dealt with by Ordinary Resolution and is not required by law to be dealt with in general meeting may, if the Directors so resolve, be determined by a postal ballot to be conducted in such manner as the Directors may think fit and any resolution declared by the Directors to have been carried by a majority of the members voting on such ballot shall have effect in all respects as if it were an Ordinary Resolution duly passed at a meeting of the Company duly convened and held.

12 VOTES OF VOTING MEMBERS

- 12.1 On a show of hands, every Voting Member present in person shall have one vote. On a poll, every Voting Member present in person or by proxy shall have one vote. For the avoidance of doubt, only one vote per member is allowed.
- 12.2 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 shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
- 12.3 The instrument appointing a proxy shall be in writing under the hands of the appointor or of his attorney duly authorised in writing or if the appointer is a company under its common seal if any and if none then under the hand of some officer duly authorised in that behalf. A proxy must be a member of the Company or a member's representative.
- 12.4 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
- 12.5 An instrument appointing a proxy shall be in such form as the Directors may from time to time specify.
- 12.6 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 12.7 No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution or if the membership of the appointer shall have ceased before the meeting or adjourned meeting at which the proxy is used.
- 12.8 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

13 DIRECTORS

- 13.1 The number of Directors shall be ~~not less~~ no more than 15.
- 13.2 The Directors shall be able to claim all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee or sub-committee of the Directors or General Meetings of the Company or in connection with the business of the Company.
- 13.3 No person other than an employee or representative of a Voting Member, or employee of the Company may be appointed a Director. Directors may not appoint alternate directors.
- 13.4 Each Director shall continue in office until one of the events in article 16 occurs.

14 BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertakings and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or any third party.

15 POWERS AND DUTIES OF DIRECTORS

15.1 The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Acts or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Acts or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

15.2 The Directors shall have the power to co-opt members to fill any vacancy and to fill any casual vacancy amongst the officers of the Company.

16 DISQUALIFICATION OF DIRECTORS

16.1 The office of Director shall be vacated if the Director:

16.1.1 without the consent of the Company in General Meeting holds any other office of profit under the Company; or

16.1.2 becomes bankrupt or makes any arrangement or composition with his creditors generally; or

16.1.3 becomes prohibited from being a Director by reason of any order made under the Acts; or

16.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or

16.1.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or

16.1.6 ceases to be an employee or representative of a Voting Member or employee of the Company; or

16.1.7 resigns his office by notice in writing to the Company provided that such resignation shall not be accepted if it would leave the Company with less than 15 Directors; or

16.1.8 ceases to be a Director by virtue of any provision of the Acts; or

16.1.9 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.

17 DIRECTORS' INTERESTS

- 17.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.
- 17.2 Any authorisation under this article 17 shall be effective only if:
- 17.2.1 the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles;
 - 17.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 17.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 17.3 Any authorisation of a Conflict under this article 17 may (whether at the time of giving the authorisation or subsequently):
- 17.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 17.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 17.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - 17.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 17.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 17.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 17.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 17.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 17.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in

accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

- 17.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 17.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 17.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 17.7.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 17.7.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 17.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 17.7.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

18 PROCEEDINGS OF DIRECTORS

- 18.1 The Directors shall meet together for the dispatch of business at least once every three months but may otherwise meet, adjourn and regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.
- 18.2 Save as herein otherwise provided the quorum necessary for the transaction of the business of the Directors shall be by majority.
- 18.3 A Director may participate in a meeting of the Directors or of a committee of which he is a member by conference telephone or similar communications equipment by means of which all the persons participating in the meeting can hear each other at the same time. Participation in a meeting in this manner is treated as presence in person at the meeting.
- 18.4 The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but, if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

- 18.5 The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to a Managing Director of the Company 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 any such delegation may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of Director so far as they are capable of applying. All acts and proceedings of each such sub-committee should be reported back to the Directors as soon as possible.
- 18.6 The meetings and proceedings of any such committee or sub-committee as is referred to in the preceding article shall be governed by the provisions of these presents regulating the meetings and proceedings of the Directors so far as the same are applicable and are not superseded by any regulations made by the Directors.
- 18.7 The Directors may appoint sub-committees for special purposes and may invite members and non-members to attend for consultative or special purposes. (Such persons' expenses may be met as for Directors.)
- 18.8 The Directors shall cause minutes to be made in books provided for the purpose:
- 18.8.1 of all appointments of officers made by the Directors;
- 18.8.2 of the names of the Directors present at each meeting of the Directors and of any committee or sub-committee of the Directors;
- 18.8.3 of all resolutions and proceedings at all meetings of the Company and of the Directors, and of committees and sub-committees of the Directors.
- 18.9 All acts bona fide done by any meeting of the Directors or of a committee or sub-committee of the Directors, or by any person acting as a Director or as a member of a committee or sub-committee, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors 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 and was qualified to be a Director or member of a committee or sub-committee.
- 18.10 A resolution in writing, signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.

19 SECRETARY

- 19.1 Subject to the provisions of the Acts the Secretary shall be appointed by the Directors for such time, upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The Directors may from time to time by resolution appoint an assistant or deputy Secretary and such deputy secretary so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.
- 19.2 A provision of the Acts or these presents requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

20 THE SEAL

If the Company shall from time to time have a seal, the Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a committee or sub-committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be

countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

21 ACCOUNTS

- 21.1 The Directors shall cause proper accounting records to be kept in accordance with the Acts.
- 21.2 The accounting records shall be kept at the Office or subject to the provisions of the Acts at such other place or places as the Directors shall think fit, and shall always be open to the inspection of the Directors.
- 21.3 The Directors shall ensure the accounts of the Company shall be open at least annually to the inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting or ordered by a court of competent jurisdiction.
- 21.4 A proper income and expenditure account shall be made up in respect of each financial year of the company in accordance with the Acts together with a proper balance sheet made up as at the date to which the said account is made up. The said account and the said balance sheet shall be accompanied by proper reports of the Directors and of the Auditors and by any other documents required by law to be annexed or attached thereto ("**Accounts**"). The Accounts shall from time to time be laid before the Company in General Meeting in accordance with the Acts and shall not less than 21 clear days before the date of the meeting be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served.

22 NOTICES

- 22.1 A notice may be given by the Company to any member either personally or by sending it by post to his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the expiration of 48 hours after the letter containing the same is posted.
- 22.2 Notice of every General Meeting shall be given in any manner hereinbefore authorised to every member and to the Auditors for the time being of the Company.
- 22.3 If a member has no registered address for the giving of notice to him, he shall not be entitled to receive any notice from the Company.

23 INDEMNITY

Subject to the provisions of and so far as may be permitted by law, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil, or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. ~~The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company insurance against any such liability as is referred to in Section 310(1) of the Act.~~

24 WINDING-UP AND DISSOLUTION

After the satisfaction of all legal liabilities the balance of the funds standing to the credit of the Company shall be disposed of in accordance with Clause 7 of the Memorandum of Association.

25 RULES AND BY-LAWS

- 25.1 The Directors shall make such Rules or By-laws as they deem necessary or expedient or convenient for the proper conduct and management of the Company, and in particular but without prejudice to the generality of the foregoing, they shall by such Rules and By-laws regulate:
- 25.1.1 the entrance fees, subscriptions and other fees, charges, contributions or payments to be made by the members;
 - 25.1.2 the conduct of the members of the Company in relation to one another, and to the Company and to the Company's servants and agents; and
 - 25.1.3 generally all such matters as are commonly the subject matter of the Company rules or by-laws.
- 25.2 The Voting Members shall have the power at the Annual General Meeting or at an Extraordinary General Meeting by special resolution to alter or repeal the Rules and to make any additions thereto.
- 25.3 The Directors in general meeting shall have the power to alter or repeal the By-laws and to make additions thereto and shall adopt such means as they deem sufficient to bring to the notice of the members of the Company such By-laws.
- 25.4 So long as the Rules and By-laws are in force, they shall be binding on all members of the Company (provided, nevertheless, that no Rule or By-law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum or these presents).
- 25.5 The membership of any member who fails to abide by such Rules or By-laws as are in force from time to time shall be terminated by the Directors.

The National Society of Allied and
Independent Funeral Directors

Rules and By-Laws



SAIF Business Centre
3 Bullfields
Sawbridgeworth
Hertfordshire
CM21 9DB
Tel: 0345 230 6777
Fax: 01279 726300
Email: info@saif.org.uk
www.saif.org.uk

RULES AND BY-LAWS

Updated at the Annual General Meeting of the Society held ~~21st March 2015~~ [_____].

RULES

Rule 1. **NAME**

The Society shall be called the “National Society of Allied and Independent Funeral Directors”.

Rule 2. **INTERPRETATION**

The following expressions shall have the meaning ascribed to them:

S.A.I.F or the Society: The National Society of Allied and Independent Funeral Directors

Executive Committee: The Executive Committee of S.A.I.F.

Standards Committee: A separate committee appointed by the Executive Committee to: advise member firms, monitor standards and compliance with the Code of Practice (as set out in By-law 5) within member firms, receive complaints against member firms, appoint inspectors, order inspections into member firms, to conciliate and to recommend discipline of members to the Executive Committee subject to the provisions of By-law 5 – section 11 - Complaints.

Group Funeral Companies: Funeral Directing companies who are owned by, or managed by, or franchised to a Company or Public Limited Company whose shares are traded on any Stock Exchange, or who are part of any Co-operative movement.

Approved Pre-Payment Scheme: A scheme that complies with all relevant legislation and government recommendations and does not detract from the objects of S.A.I.F.

Adopted Pre-Payment Scheme: The official scheme adopted by S.A.I.F. for the use of the membership and which the membership shall make available on request.

EHS Matters: means all matters relating to the environment, including but not limited to pollution or contamination, waste, health and safety of any person (including any accidents, illnesses, injuries and diseases), the creation of any noise, odour or vibration and the condition and protection of the environment.

EHS Laws: means all applicable laws, statutes, regulations, subordinate legislation, bye-laws, common law and other national, international, European Union, state and local laws, legally binding codes of practice and guidance notes to the extent that they apply to EHS Matters.

Firm: Funeral Directors carrying on business on their own account, in partnership with others or as Companies registered as private limited liability and registered under the Companies Act 1985 or Acts referred to in section 675 of that Act,

Privacy and Data Protection Requirements: the Data Protection Act 1998 and the Data Protection Directive (95/46/EC) (for as long as they are in force), the General Data Protection Regulation (Regulation (EU) 2016/679) (once applicable), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all laws and regulations applicable to the relevant party relating to the processing of personal data under or in relation to this agreement including, where applicable, the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction.

THE NATIONAL SOCIETY OF ALLIED AND INDEPENDENT FUNERAL DIRECTORS

Words importing the singular number include the plural number and vice versa.

Words importing the masculine gender include the feminine.

Rule 3. OFFICE

The Office of S.A.I.F. to be at an address in the U.K. determined by the Committee.

Rule 4. OBJECTS

The objects of the Society shall be:

- a) To promote, protect and assist the rights and interests of members of S.A.I.F.
- b) To provide an opportunity for Independent Funeral Directors to meet, exchange ideas and work together to promote their interests.
- c) To promote and encourage the education and training of our members and their employees
- d) To form, promote and establish companies to provide supplies of goods and materials to members.
- e) To recognise and to promote the advantage to the local communities of Independent Funeral Directors who are members of S.A.I.F.
- f) To do all such other lawful things as shall further the said objects.
- g) To allow the client at all times to choose the Funeral Director whether that be at the time of death, when making pre-arranged and/or pre-paid funeral plans, at the time of a removal for the Coroner/Procurator Fiscal, or at any other time.

Rule 5. MEMBERSHIP

- a) 1.
 - i) Membership is open to firms who have for 12 months or more, directly (but not necessarily exclusively) engaged in practice as Funeral Directors and complying, upon application for membership, with the criteria set by the Executive Committee from time to time which are current at the time of application.
 - ii) The applicant for membership shall provide full details of its ownership, management and franchise (if any).
 - iii) The applicant must have been trading as, or have been employed as, a Funeral Director for at least 12 months before the date of the application. ~~Or,~~ or at the discretion of the Standards Committee.
 - iv) Probationary membership is available where the applicant has been trading for, or employed as a Funeral Director for less than 12 months. In such circumstances they shall be entitled to apply for probationary membership. Upon the membership application being accepted they will be mentored and monitored by a full Member of the Society appointed by the Executive Committee.
2. An inspection into the firm being carried out by an inspector appointed by the Standards Committee, who shall report his findings to the Executive Committee.

But excluding:

- i) Group Funeral Companies and their employees
 - ii) Firms offering Pre-Payment schemes which do not comply with current legislation, Codes of Practice and statutory requirements as regulated by the Financial Services Authority and as detailed in the Financial Services and Markets Act 2000. (Regulated Activities) Order 2001. The responsibility of ensuring compliance with legislation currently in force will be the sole responsibility of the member.
 - iii) Firms who have entered into a contractual agency agreement with a pre-payment company whose scheme restricts a family's free choice of funeral director.
- b)
- i) The Executive Committee shall retain the right to accept or reject any application for membership as it thinks fit without explanation of its decision.
 - ii) The Executive Committee may not consider re-application for membership from firms whose membership applications have been rejected for a period of twelve months from the date of the original rejection.
- c) Where the same person, firm or company owns or controls more than one firm or company which are engaged in practice as funeral directors, membership shall only be open, subject to other provisions so owned or controlled are eligible for membership under these Rules. An applicant which is a private limited company, shall be deemed to be owned or controlled by another company if it is a subsidiary of that company or a subsidiary of another subsidiary or associated company of that company (the term "subsidiary" having the meaning set out in Section 736 of the Companies Act 1985 and the term "associated company" having the meaning set out in Section 416 of the Income and Corporation Taxes Act 1988.) A firm will be deemed to be controlled by a person, firm or company where such person, firm or company controls (whether be the exercise of voting rights or otherwise) the management and management policies of such firm and its business and affairs.
- d) Where, subsequent to being accepted as a member of SAIF, there is a change of control of any member ("control" having the same meaning as in paragraph 5c)) and the person, firm or company acquiring control of the member is not itself a member, the member shall remain a member (unless the Executive Committee otherwise decide, their decision being a matter for their absolute discretion) provided that any company acquiring control is not a Group Funeral Company or Co-operative movement.
- e) All members shall, forthwith upon a change of control or ownership occurring in relation to them, in particular details of the person, firm or company which has acquired control or ownership the Executive Committee shall be entitled at anytime to require any member to provide full details of its ownership.

Rule 6. **ASSOCIATE MEMBERSHIP**

- a) Associate membership is open to firms engaged in the manufacture or distribution of funeral supplies, funeral vehicle manufacture, funeral carriage masters and firms carrying out ancillary and/or support services for the funeral profession, at the discretion of the Committee.
- b) The nominated Representative for any associate Member Firms must be a Director or Principle of the firm.

- c) Associate Membership precludes any such member from voting or holding office on the committee or any sub-committee.
- d) Exclusions for Associate Membership are as in Rule 5.
- e) Membership may be terminated at any time by SAIF without liability at the absolute discretion of the Executive Committee. [In the event that Membership has been rescinded for convenience any Subscription paid may be refunded on a pro rata basis at the absolute discretion of the Executive Committee.]
- f) The liability of SAIF shall (except in relation to personal injury or death caused by its negligence or any other loss which cannot be excluded under English Law) be limited to direct losses only and shall not exceed the Subscription paid by a member in the 12 months prior to any claim arising. The member agrees that such exclusion is fair and reasonable based on the nature of the Society.”

Rule 7. AFFILIATE MEMBERSHIP

- a) Affiliate Membership is open to organisations wishing to associate themselves with the Society, which are not admissible under Associate Membership.
- b) The nominated Representative for any Affiliate member must be an office-holder within that organisation.
- c) Affiliate Membership precludes any such member from voting or holding office on the Committee or any sub-committee.
- d) Exclusions for Affiliate Membership are as in Rule 5.
- e) All United Kingdom funeral directing firms belonging to an Affiliate Member must be a full member of the Society.
- f) Funeral Directors based outside of the United Kingdom may, at the ultimate discretion of the Executive Committee, and subject to exclusions as specified in Rule 5, be accepted into an “Overseas Membership” category, with exactly the same rights as all Affiliate Members.

Rule 8. AFFILIATE MEMBERS

The following will be affiliated to the Society:

The Birmingham Funeral Directors Guild

Rule 9. APPLICATION FOR MEMBERSHIP

- a) Application for Membership shall be submitted to the Office in such form and containing such assurances as the Committee may from time to time direct. Such Entrance Fees as may be directed by the Committee shall accompany the application.
- b) Any applicant who has applied for membership and had that application rejected or who has not been notified in writing within 90 days of the date of application shall have the right to appeal to the Executive Committee whose decision will be final and without explanation. Such an appeal will be heard by any 3 members of the Committee who have not been involved in the application process.
- c) The receiving of a completed application form and Entrance Fee does not give the right of membership of the Society. No refund of application fees will be made to applicants where membership is refused.

Rule 10. CESSATION OF MEMBERSHIP

- a) Membership will automatically cease upon a Society Member's business being sold to or being otherwise materially connected in any way to a Group Funeral Company or Co-operative movement. For the avoidance of doubt, determination of what constitutes a material connection will be a matter for the sole discretion of the Executive Committee.
- b) There will be no refund of Entrance Fee or Subscription paid upon cessation of membership.

- c) Membership will automatically cease if, after being admitted as a member, circumstances arise whereby that member ceases to be eligible for membership under these Rules or is deemed by the Executive Committee to be in breach of any these Rules or the By-laws.

Rule 11. **SUBSCRIPTIONS**

- a) The Annual Subscription of S.A.I.F. shall be an amount determined by the Society at the Annual General Meeting or at a properly convened Special General Meeting at other times.
- b) The Annual Subscription shall become due and payable on the First Day of January.
- c) The subscription for new members shall be the Annual Subscription payable pro-rata calculated from the first day of the month following their admission to the Society.
- d) Membership shall be terminated if subscriptions due are not received at the Office by the expiry date of 30 days after their becoming due for payment.
- e) The Annual Subscription for Associate and Affiliate Membership shall be the same amount determined by the Society at the Annual General Meeting or at a properly convened Special General Meeting as for Full Membership.
- f) The declaration of ownership form must be fully completed by all members when their membership is renewed.

Rule 12. **USE OF INSIGNIA**

Every badge, block, emblem or insignia issued to any member for his use or allowed to be used for an indication of membership of the Society or any of its sections (whether issued on payment or gratuitously), is issued subject to the condition that the use of any such badge, block, emblem or insignia shall cease when the person to whom they are supplied ceases to be a member, and that any badge, block, emblem or insignia which is capable of being returned to the Society shall thereupon be so returned.

Anything of a similar nature supplied for use during membership or any impression made from such articles not capable of being returned shall be destroyed immediately by the person who has ceased to be a member of the Society.

The terms of this Rule shall be deemed to be incorporated in every contract whether written or implied, under which the Society supplies to a member any such articles as aforesaid.

In order to comply with the Regulations for use of Collective Trade Marks – The National Society of Allied & Independent Funeral Directors and SAIF logo, each member wishing to use these marks must obtain a copy of the Regulations and abide by them.

Rule 13. **EXECUTIVE COMMITTEE**

- a) The business of the Society shall be conducted only by the Committee, which shall have full executive powers.
- b) The Committee shall consist of The Chief Executive ~~Officer~~, the elected President of the Society (who shall not hold executive office in an organisation similar to SAIF), the Vice President, Second Vice President, Treasurer, Secretary, Immediate Past President and a maximum of ~~40~~ 12 members to include 1 member of Scottish SAIF and 1 member from Golden Charter. Seven Committee members present shall be a

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quorum. All past Presidents are ex-officio Executive members but do not have voting rights unless they are an elected committee member. Election of Members (non-officers) will be for a period of three years prior to their re-election should they choose.

- c) The Committee shall meet not less frequently than four times a year.
- d) Prior to any recommended action being adopted or acted upon by the Committee, it must appear as an Agenda item at a properly convened Committee meeting of which all members will receive due notice, having then been proposed, seconded and passed by a majority vote.
- e) A Committee member may participate in a meeting of the Committee by conference telephone or similar communications equipment by means of which all the persons participating in the meeting can hear each other at the same time. Participation in a meeting in this manner is treated as presence in person at the meeting.
- f) ~~e)~~ The Committee shall have the power to co-opt members to fill any vacancy and to fill any casual vacancy amongst the Officers.
- g) ~~f)~~ The Committee shall have the power to appoint Sub-Committees for special purposes and may invite members or non-members to attend for consultative or special purposes. (Such persons' expenses may be met, as for elected members).
- h) ~~g)~~ Any Sub-Committee shall report its acts and proceedings back to the Committee as soon as possible.
- i) ~~h)~~ No such Sub-Committee shall incur expenditure on behalf of the Society except in accordance with a budget laid down by the Committee.
- j) ~~i)~~ One half of any Sub-Committee shall constitute a quorum.

Rule 14. FUNDS

- a) The Funds of the Society shall be raised by entrance fees, annual subscriptions, by such levy as a General Meeting of the Society may from time to time authorise and by such fees collected from members and other persons for any of the objects of the Society.
- b) The Society may borrow or raise money and secure payment thereof by mortgage or charge on all or part of the property (both present and future) of the Society.
- c) The Committee shall have full control of the funds of the Society.

Rule 15. ACCOUNTS

- a) The Executive Committee shall cause true and accurate accounts and records to be kept of all sums of money received and expenditure incurred by the Society and all matters in respect of which such receipts and expenditure take place. Such accounts and records shall be kept at the Office of the Society or at such other place or places as the Committee may deem fit.
- b) The Committee shall cause the accounts of the Society to be produced at least once a year and the correctness of the Statement of Income and Expenditure and the Balance Sheet as ascertained by the Auditors appointed by the Society at the Annual General Meeting.

Rule 16. GENERAL MEETINGS

- a) The Annual General Meeting of the Society which all members shall be entitled to attend, shall be held in the month of February in each year or at such other time as the Committee may determine.
- b) The Business of the AGM shall be:-
 - i) To receive and adopt the report of the Committee
 - ii) To receive and adopt the Accounts and Balance Sheet
 - iii) To elect the Officers
 - iv) To elect the auditors
 - v) To consider resolutions of which due notice has been given
 - vi) To install the elected Honorary Officers
- c) The Committee may arrange for sessions to be held during the Meetings to which special speakers may be invited and may afford facilities for holding a group and/or sectional meetings.
- d) A Special General Meeting of the Society may be called by the Committee or by any ten members of the Society who shall deliver to the Office of the Society at least 28 days' notice of such a meeting.
- e) At least fourteen days' notice of any General Meeting shall be given to each member and every notice shall be accompanied by an Agenda showing the business proposed to be transacted.

Rule 17. VOTING AT GENERAL MEETING

- a) Voting power at all General Meeting of the Society shall be exercised by delegates from member firms on the basis of one vote per firm.
- b) At all general Meetings of the society voting shall be by show of hands by those empowered in (a), who shall show their membership cards and otherwise as provided by the Standing Orders.

Rule 18. CODE OF PRACTICE, CONCILIATION, DISCIPLINE AND ARBITRATION

Every member shall abide by the Code of Practice, Conciliation, Disciplinary Procedure and arbitration as set out in the By-laws.

Rule 19. DISSOLUTION OF THE SOCIETY

- a) The Society of Allied and Independent Funeral Directors may be dissolved only by a two thirds majority decision of members present and voting at a Special General Meeting called for purpose and of which 28 days' notice in writing has been given to all members.
- b) After the satisfaction of all legal liabilities the balance of the funds standing to the credit of the society shall be disposed of in such a manner as may be directed at the Special Meeting provided for in paragraph (a) of this Rule 19.

Rule 20. **ALTERATION OF RULES**

- a) No alteration of or addition to rules shall be made except at the Annual General Meeting or at a Special General Meeting called for the purpose. A two thirds majority decision of members present and voting is required for an alteration of the rules.
- b) Notice of any proposed alteration or addition intended for the agenda of the AGM shall be forwarded to the ~~Secretary~~ **Chief Executive** in writing, not less than 28 days prior to the meeting accompanied by a statement giving the reasons for the proposal submitted.
- c) The Committee shall have the power to propose any resolution or resolutions (including to alter or add to these rules) for consideration at the Annual General Meeting or at any Special General Meeting subject to 14 days due notice being given.

Rule 21. **BY-LAWS**

The Committee may make such By-laws as it considers necessary or desirable for the conduct of the affairs or for the carrying out of the objects of the Society and may amend or revoke any such By-laws. No such By-laws may be made or have effect to the extent that are inconsistent with these Rules.

Rule 22. **STANDING ORDERS**

The Committee shall make Standing Orders for the regulation of the proceedings and business of the Society and may amend any such Standing Orders.

Rule 23. **INDEMNITY**

- a) Every member of the Committee, manager, secretary or other Officer or servant of the Society shall be indemnified by the Society and it shall be the duty of the members of the Committee, out of the funds of the Society, to pay all costs of or occasioned by legal proceedings or the threat of legal proceedings, losses and expenses, including traveling expenses in accordance with these Rules, which any such Officer or servant may incur or become liable to by reason of any contract entered into, or act, or thing done by him as such Officer or servant or in any way in the discharge of his duties.
- b) No member of the Committee or other Officer of the Society shall be liable for the acts, receipts, neglects or defaults of any member or Officer or for joining in any receipt or other act of conformity or for omission or default on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happened through his own dishonesty.

Rule 24. **FELLOWSHIP OF THE SOCIETY (F.SAIF)**

- a) The Society may appoint any individual to be a Fellow of the Society (in accordance with this rule) in recognition of distinguished service, which any such individual has given to the Independent Funeral Director.
- b) Until at least three Fellows have been elected, and a Committee of Fellows is established as detailed below, Fellows will be elected by the Executive Committee. Any individual may be nominated to either the President or the Chief Executive ~~Officer~~ (as appropriate) will bring any such nomination before the Executive Committee. Election to a Fellowship of the Society by the Committee will be by majority decision of the members of the Executive Committee present and voting, provided that if any three members of the Executive Committee shall vote against any such election the

nominee will not become a Fellow of the Society (regardless whether or not a majority of the members of the Executive Committee present and voting actually voted in favour of such election). If any three or more members of the Committee vote against any such election the nominee in question shall not be considered for a Fellowship of the Society for at least two years from the date of the vote, after which the nominee can be re- submitted.

- c) Once three Fellows of the Society have been elected in accordance with paragraph (b) above, the election of future Fellows of the Society shall have responsibility of a Committee of at least three Fellows nominated for that purpose by the Committee. Election by such Committee of Fellows shall be subject to and in accordance with the foregoing rules in respect of voting and nominees for Fellowship of the Society may only be considered by such Committee if ~~nomination~~nominations have first been submitted to the President or the Chief Executive ~~Officer~~.
- d) The Committee may on behalf of the Society give wards and gifts to any newly elected Fellow of the Society as it may in its reasonable discretion determine. Fellows of the Society shall be entitled to use the letters 'F.SAIF' after their name.
- e) The Committee may remove from any Fellow of the Society his/her Fellowship if in the reasonable opinion of the Committee, that Fellow has by any act, conduct or omission either brought the independent funeral directors sectors of the Society into disrepute or is no longer deemed by the Committee to be suitable to hold a Fellowship of the Society.

Rule 25. **CONFLICTS OF INTERESTS**

- a) For the purpose of this Rule 25, reference to a director in section 175 of the Companies Act 2006 shall be amended to read "Committee member".
- b) The Committee may, in accordance with the requirements set out in this Rule 25 authorise any Conflict proposed to them by any Committee member which would, if not authorised, involve a Committee member (an Interested Committee Member) breaching their duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (Conflict).
- c) Any authorisation under this Rule 25 will be effective only if:
 - i) the matter in question shall have been proposed by any Committee member for consideration in the same way that any other matter may be proposed to the Committee under the provisions of these Rules;
 - ii) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Committee Member; and
 - iii) the matter was agreed to without the Interested Committee Member voting or would have been agreed to if the Interested Committee Member's vote had not been counted.
- d) Any authorisation of a Conflict under this Rule 25 may (whether at the time of giving the authorisation or subsequently) impose on the Interested Committee Member such conditions or limitations, or be granted subject to such terms, as the Committee may think fit for the purposes of dealing with the Conflict and the Interested Committee Member will be obliged to conduct himself in accordance with any such terms and conditions.
- e) The Committee may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Committee Member, before such revocation or variation, in accordance with the terms of such authorisation.

BY-LAWS

By-law 1. **PRELIMINARY**

- a) These By-laws shall operate on and from the Twentieth September, 1989.
- b) The Society's year shall be from the First Day of January to the Thirty-first Day of December in each year.
- c) These By-laws are subject to revision by the Committee.

By-law 2. **MEMBERS' ADDRESSES**

Members shall notify the Secretary of any change in their address within 14 days of such a change. The address of all members shall be recorded in the Register of the Society and all communication shall be sent or delivered to such registered address and in all cases when a member shall fail to notify any change of address, he shall be deemed to have received such communication if it is sent or delivered to his last registered address.

By-law 3. **ELECTION OF OFFICERS**

- a) Nominations for all committee positions shall be sent in writing addressed to the **President** **Chief Executive** at the Society's Office not less than 28 days prior to the Annual General Meeting.
- b) The consent of the nominee must be obtained before the nomination is made.
- c) The Secretary shall prepare, and circulate to all members, lists of nominated candidates prior to the Annual General Meeting taking place.
- d) Successful candidates shall assume office at the conclusions of the meeting at which they are elected.

By-law 4. **FUNDS OF THE SOCIETY**

- a) A banking account shall be opened in the same name of the Society at such bank, as the Committee shall determine.
- b) All withdrawals from the bank shall be made by cheques signed by any two of the following: Serving Officers, The Chief Executive **Officer** or any other formally authorised signatory.
- c) Such of the funds of the Society as may not be wanted for immediate use, or to meet the usually accruing liabilities shall, subject to the approval of the Committee, be invested by the Treasurer in appropriate clearing bank or permanent building societies' accounts.

By-law 5. **CODE OF PRACTICE**

1 General Conduct and Presentation

- 1.1 Members must conduct themselves in a totally professional manner, and behave sensitively, with courtesy and complete dignity at all times, both privately and professionally.
- 1.2 Members shall provide the highest professional standards in all elements of the service they provide to each individual client(s).
- 1.3 Members shall treat as confidential all information obtained in relation to their

clients and carry out their duties with total regard for the laws of privacy and data protection.

- 1.4 Members must establish and interpret client needs without exploiting their vulnerability or exerting any pressure on them.
- 1.5 Members will be responsible for all the decisions and actions taken by their staff in relation to the provision of funeral services and the ancillary services they offer.
- 1.6 Members shall conduct themselves in a courteous and professional manner in all dealings with clients, taking into account their religious and cultural needs.
- 1.7 Members shall not try to persuade clients to choose an expensive or elaborate funeral when a less expensive funeral is more appropriate to their circumstances.
- 1.8 No member shall act in any way whereby a conflict of interest may arise with the Society or its objects.
- 1.9 No member shall do anything that might prejudice the good name and reputation of the Society.
- 1.10 [Members must adhere to and abide by the Society's Quality Assurance Programme at all times.](#)
- 1.11 [Members must comply with all current government legislation, including EHS Laws and Privacy and Data Protection Requirements.](#)

2 Marketing of Funeral and Associated Services.

2.1 Advertising and Promotions.

All advertising and promotional activities must comply with the following Codes of Practice at all times:

The British Code of Advertising Practice.

The British Code of Sales Promotion Practice.

Ofcom-Office of Communications.

The Independent Regulator and Competition Authority for the UK communications industries.

Any other relevant Codes or Legislation.

2.2 Soliciting for Business.

Members shall not solicit or offer any inducement of any nature for instructions for funeral services or any other associated services (i.e: pre-paid funeral plans, memorials etc); nor shall they engage or reward any other party - whether an individual, a partnership, a company or other formal or informal association or group - to do so on their behalf.

However, members shall be entitled to pay a reasonable percentage introduction fee to a party for introductions received as a result of that members subscription to websites which compare funeral services, provided that the member and the relevant website are both transparent in relation to such fee and that such member subscribes without any inducement.

Public Image.

Members must ensure they convey a wholly professional image to the general public both through the delivery of the services they offer and by ensuring that all public relations activities are appropriate and sensitive in regard to their professional responsibilities.

2.3 *Transparency of Ownership.*

Members must prominently display details of the ultimate ownership of their business both outside and inside each premises and on all literature, business stationery and on all advertising and promotional material.

2.4 *Displaying the Society's Logo*

Members must prominently display at all of their branches and on their stationary and website, the Society's logo to indicate to the public adherence to the Code of Practice. Copies of the Code must also be available at all of their premises for clients to inspect and/or take away.

3 Communication on Funeral Matters Relevant to 3rd Parties

3.1 Members should ensure that all literature and information relevant to other related services such as the local Registrar and bereavement associations are readily available to their clients.

3.2 Members should communicate and co-operate with the relevant authorities, institutions, professions and voluntary organisations so they themselves can advise their own contacts/clients or patients on funeral matters.

4 Information and Choice.

4.1 Members will provide a choice of at least four coffins at varying prices, one of which will be an inexpensive and plain type, which must be shown in a brochure and displayed in a showroom wherever practicable.

4.2 Members must explain their full range of services relevant to the particular client, including the availability of a simple funeral before giving them a written estimate.

4.3 Clients must receive full advice on all the actions, including registration, they need to take in relation to the death and the funeral.

5 Prices and Price Lists.

5.1 Prices must be fair and reasonable in relation to the particular goods or services supplied, thereby ensuring clients receive fair value at all times. Price lists, detailing all the services offered must be prominently displayed, so they can easily be seen by all visitors to the premises.

5.2 Such price lists must also be available for clients to take away with them or to be presented and left with them when a home visit is made.

6 Provision of Estimates and Invoices.

6.1 *Terms and Conditions.*

Members shall make clients aware of their Terms and Conditions of Trading, which ideally should be printed on the estimate given to them. Alternatively, copies should be sent to clients or made available for clients to inspect.

6.2 *Provision of the Estimate.*

6.2.1 Clients must be provided with a detailed written estimate at the time of arranging the funeral, or if that is not achievable then as soon as practicable afterwards. Where a consumer requests an estimate, in writing or otherwise, at an earlier stage (e.g. during an initial meeting or over the telephone), members should provide this as far as is practicable to do so. Members should make sure that clients confirm their acceptance of the estimate formally, as long as possible before the funeral takes place.

6.2.2 All estimates must at least give the following details of the Funeral Director's charges:

Professional fees. Removal of the deceased.

Coffin or Casket (including fittings and interior).

Embalming/Hygienic Preparation.

Hearse(s). Limousine(s).

6.2.3 All estimates must also itemise each disbursement cost, including:

Cemetery/Crematorium fees.

Doctors' fees.

Minister of Religion or Officiant.

Church and associated fees.

Where only an approximate cost can be given, it must be made clear that this may vary. The 'confirmed' cost must be supplied to the client as soon as possible.

6.2.4 Any additional items, which arise or are instructed after the estimate has been issued, must be authorised by the client prior to them being charged to their account.

6.2.5 A revised estimate, showing the changes made and the alterations to costs must be issued wherever practicable, where the client varies their original instructions, and again the client should formally confirm their acceptance of such changes.

6.3 *Issuing the Invoice.*

6.3.1 A fully itemised invoice, which should mirror the estimate whenever practicable, is to be provided to the client either after carrying out the funeral services as specified or as agreed with the client, before the funeral.

The total amount charged should be as per the original or revised estimate as agreed with the client.

Where approximate costs were given for disbursement items then the final cost, together with the reason for any variation should be shown.

6.3.2 If it is part of the member's Terms and Conditions that interest be charged for late payment of the account, then this must be explained,

together with details of the prevailing rates, to the client, both when arranging the funeral (and before a contract is entered into) and when the invoice is issued.

7 Premises

- 7.1 Premises must be acceptable, in all respects for the provision and delivery of funeral services.
- 7.2 Members must fully comply with all Health and Safety Regulations, related legislation and Codes of Practice and shall display the appropriate certificates as required by law.
- 7.3 Members must provide adequate facilities for clients, in terms of reception areas, arranging rooms and toilet facilities.
- 7.4 There must be well-appointed and well-maintained areas and facilities for the preparation of the deceased and the holding of bodies.
- 7.5 A Chapel of Rest and/or suitable viewing rooms must be available, so family and friends can see the deceased and pay their respects in suitably tranquil and private surroundings.
- 7.6 The deceased must be treated with the utmost respect at all times.

8 Vehicles and Equipment

- 8.1 All vehicles must comply with all relevant legislation and be maintained and presented to the highest practical standards at all times.
- 8.2 All equipment associated with the preparation and provision of funeral services must be properly maintained to the standards specified by the manufacturer and/or supplier.

9 Other Services

Members should offer and provide either directly or through suitable agents or sub-contractors, floral, catering, monumental and pre-paid funeral planning services. Members shall ensure that such agents and sub-contractors are bound by all the relevant provisions of this Code while providing such services for the member's clients.

10 Employees

- 10.1 Members shall properly train all staff employed, taking full account of the sensitive nature of the service provided.
- 10.2 Members should take every opportunity to encourage their staff to develop through all relevant forms of training and to obtain formal qualifications where appropriate.
- 10.3 All employees should be fully aware of and comply with the contents of this Code of Practice, including the complaints and redress provisions, throughout the performance of their duties.
- 10.4 Staff conduct must always reflect the sensitive nature of their employment.

11 Complaints and their Redress.

- 11.1 Members must have an internal written complaint procedure formally in place.

- 11.2 All recommendations and decisions relating to complaints must be approved and sanctioned by a director or senior manager.
- 11.3 Members should, within their literature and correspondence, make it clear to clients to whom they should complain and the address to which complaints should be sent together with the procedure for handling complaints.
- 11.4 Initially all complaints should be put in writing by the complainant to the member, who must acknowledge its receipt promptly, investigate it and give a written response and where appropriate, an apology and/or offer of compensation and/or other form of redress as soon as practically possible to the complainant.
- 11.5 If the complainant is dissatisfied with the response, then the member must make them aware of the following options and procedures. The matter can be referred either to:
- a) the Chairman of the Society's Standards Committee for investigation and an amicable resolution between the parties; or
 - b) the ~~Independent Consumer Arbitration Service, administered by IDRS Ltd.~~ Centre for Effective Dispute Resolution (CEDR). A completed signed application for arbitration is required for each case.
 - c) All correspondence should be addressed to either the Standards Chairman or the ~~Independent Consumer Arbitration Service~~ Effective Dispute Resolution, as appropriate, at SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire. CM21 9DB.
 - d) ~~The Independent Consumer Arbitration Service~~ CEDR consists of two stages, conciliation and arbitration. The first stage, which consists of an informal process of conciliation, can be bypassed if one or both of the parties expressly opt to proceed directly to arbitration.
 - e) ~~If the parties have previously attempted to resolve their dispute using conciliation and the customer wishes to refer the dispute to arbitration, they must submit an application to the administrator within 28 days of the end of the conciliation proceedings. If the parties do not settle the dispute within six weeks of the Conciliator's appointment, the dispute may be referred to arbitration.~~ If at any stage the Conciliator considers conciliation inappropriate the matter may be referred to arbitration under the rules of the scheme.
 - f) The Award of the Arbitrator will be generally final and legally binding on both parties. If however either Party considers the Award is one that no reasonable Arbitrator should have reached on the basis of the documents presented, any payment ordered should still be made, but they may write requesting that the matter be referred to review.
 - g) An application for Review by the Appellant will only be considered if:
 - 1) ~~IDRS Ltd~~ CEDR receives it within 21 days of the date that the Award was dispatched to the Parties by CEDR ~~IDRS Ltd~~.
 - 2) It is accompanied by a copy of the Arbitrator's Award together with a statement setting out the reasons why the Award is one that no reasonable arbitrator should have reached on the basis of the documents presented.
 - 3) A fee, known as the "Review CEDR Fee," is sent with the

respective paperwork to IDRS Ltd. (For current day fee, contact SAIF Office).

- h) Once the Review Procedure has been completed, no further steps can be taken by any Party under these Rules. Any Party considering the possibility of an appeal to the courts, if indeed such an appeal is legally possible, is strongly advised to seek legal advice.

A complete copy of the ~~Independent Consumer Arbitration Service~~ Centre for Effective Dispute Resolution scheme rules, is freely available from the Society at the address referred to above.

12 Definitions

- 12.1 'Client' means a client or potential client.
- 12.2 'Coffin' includes a casket, unless the latter is specifically referred to.
- 12.3 'Estimate' includes a quotation and means an offer by the member to provide the specified services for the price specified. An estimate shall include details of all the funeral directors charges (see 6.2.2) and disbursement costs (see 6.2.3) that is practicable to give at the time the estimate is given. It might be practicable to give an approximate cost or a range of prices where it is not possible to give a confirmed cost.
- 12.4 'Member' means a member of the National Society of Allied and Independent Funeral Directors.
- 12.5 A 'Simple (basic) funeral' comprises:
- Making all necessary funeral arrangements and providing professional advice.
 - Removal of the deceased to a suitable resting place allowing 10 running miles within normal working hours.
 - Provision of a simple, veneered coffin and conveyance by hearse direct to a local cemetery or crematorium.
 - Providing the funeral director and all necessary staff.
 - All necessary disbursements.

By-law 6. **CONCILIATION AND DISCIPLINE**

Members, by their acceptance into membership of SAIF agree to abide absolutely by the Rules and By-laws of the Society acknowledging that any infringement shall be duly considered by the Standards Committee for appropriate conciliator and/or disciplinary action which may include, in serious cases, expulsion from the Society.

THE NATIONAL SOCIETY OF ALLIED AND INDEPENDENT FUNERAL DIRECTORS

STANDING ORDERS

1 CHAIRMAN

At meetings, the President shall occupy the Chair. In his absence, the most senior serving officer or past president shall take the chair.

2 CHAIRMAN'S DECISION TO BE ACCEPTED

The ruling of the Chairman shall be accepted on all points of order arising at any meeting and any member attending the meeting who shall wilfully disregard the ruling of the Chair after due warning shall be immediately suspended from any further attendance at the Meeting.

3 MODE OF VOTING

- a) The right of voting at meetings shall be subject to the provisions of the Rules and By-laws.
- b) The votes on all questions shall be taken by a show of hands except in cases where the Rules of the Society otherwise direct and except when a ballot is demanded by at least one-half of the members present and entitled to vote.
- c) The Chairman shall be entitled to a casting vote where such vote is necessary to decide a question voted on by a show of hands.
- d) No question shall be declared carried by vote unless such question has received at least one-half of the votes cast.

4 PROPOSITIONS TO BE MOVED AND SECONDED

No proposition or amendment shall be voted upon or be entertained by the meetings except where such proposition and/or amendment has been moved and seconded and

5 POINTS OF ORDER

Any member may draw the attention of the Chairman to a point of order.

6 OTHER BUSINESS

At the end of every agenda, provision shall be made, under the heading of 'Other Business' for the discussion of matters not appearing thereon. The Chairman shall have discretion to allow any matter to be discussed under this heading.
