

ACE

Association of Circulation Executives

Constitution

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This agreement is dated August 2021 and is made between:
The Governing Committee Members of the Association of Circulation Executives (ACE) and
by its Trustees.

Background to this agreement:

The Association was formed in 1951 and this Constitution supplants all previous Constitution documents. The Governing Committee members and Trustees of the Association known as ACE desire the Association to be regulated according to the following terms and conditions.

These are the terms of the agreement:

1. Definitions

These definitions apply unless the context requires a different interpretation:

'AGM'	means Annual General Meeting of the Association;
'Association Year'	means the period of year beginning on 1st January;
'EGM'	means Extraordinary General Meeting of the Association;
'GC'	means the collective membership of the ACE Governing Committee
'GM'	Means the General Manager
'Officer of the Association'	means any member of the Committee or Trustee and the GM
'The Rules'	means the terms and conditions of this agreement;

Name

The Association, which was formed in 1951, was previously known as the Association of Circulation Executives but shall now be known as ACE.

August 2021

2. Values

2.1 Equality, diversity and inclusion

ACE exists to represent and serve everyone in our industry equally and without discrimination. We aim to respect and celebrate the diversity that drives innovation and will strive to make everyone feel included and valued in everything we do, and to reflect these values in the composition of our committees and sub-committees.

2.2 Fairness and favour

ACE is a not-for-profit social organisation that intends to operate ethically in everything we do. We will always treat people fairly and with respect. Nobody working for or representing ACE will accept personal gifts, hospitality or donations and we will never allow our personal relationships to be a reason for our decisions.

3. Aims and Objectives

- a) To foster fellowship, friendship and the exchange of ideas between executives within the newspaper and magazine industry.
- b) To promote a wider knowledge, understanding and appreciation of the value of the circulation, sales, marketing, subscriptions, production, print, digital 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 best practice across all activities within the supply chain.
- e) To operate as a “not for profit” unincorporated association.

4. Membership

- a) Membership shall be open to executives working in circulation, sales, marketing, administration, subscriptions, production, print, digital, logistics and the supply of services within the news and magazine industry supply chain.
- b) Membership is confirmed by appropriately permissioned entry on the ACE database.
- c) Membership information shall be stored on a database and managed in accordance with the Data Protection Act and other related legislation.
- d) Members may be required to pay an annual fee, which would be determined by the Governing Committee.
- e) Members may choose to 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) and not to take any action which would damage the credibility and reputation of ACE.
- g) Members may leave at any time and have their details removed from the member database.

5. 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 Trustees and the GC which shall meet as required to organise the Association.
- b) The roles and operating requirements of the GC and Trustees are specified in Sections 6 and 7, below.

6. Governing Committee (GC)

- 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 14 members of ACE selected to be representative of the news and magazine industry supply chain. Ideally, this number shall include the Chairman of the ACE Northern Division.
- c) The Chairman's functions shall include setting the agenda and procedure for meetings of the GC.
- d) The GM functions shall include sending notices to Members and recording the proceedings of AGMs, EGMs and meetings of the GC and other activities as determined by the GC or Trustees.
- e) The GM and Honorary Treasurer shall prepare the following information for Trustee review:
 - Accurate and timely records of all expenditure and income
 - True and accurate accounts of the available funds in all ACE bank accounts
 - Forecasting of liability, risk and planned expenditure, subject to approval by the COO
 - Forecasting and actual reporting of P&L performance of each ACE initiative and or event
 - The annual budget and balance sheet
 - All aspects of preparing, reporting and submitting the ACE VAT return
 - Liaising with the appointed accountant and reporting all procedural changes

The Honorary Treasurer will review all information presented by the GM and report to the Trustees any concerns, findings or irregularities. The Honorary Treasurer will perform intermittent inspections of the accounts and bank accounts to ensure they are managed correctly and strictly in the interests of ACE and its members.

Accounts, budgets and unbudgeted expenditure over £5000 are subject to GC approval and Trustee endorsement.

- f) Officers roles shall commence on the first Monday of January unless otherwise agreed by the Chairman, Vice Chairman and GC. Should a role be contracted, the relevant contract dates will take precedence.
- g) Members shall be appointed to the GC by nomination of the Chairman and either the Vice Chairman or the Honorary Treasurer or a Trustee.
- h) The GC shall meet no less than five times per annum.
- i) The quorum for GC meetings shall be four members plus the Chairman or Vice Chairman. The Chairman (or Vice Chairman, in the Chairman's absence) shall have a casting vote.
- j) The Chairman shall nominate and the GC shall approve a Vice Chairman and the GC shall appoint an Honorary Treasurer.
- k) Members of the GC shall be appointed to sub-committees responsible for particular aspects of the affairs of ACE. Membership of sub-committees shall not be limited to members of the GC.
- l) The duties of the members of the GC shall be proposed by the Chairman and approved by the GC.
- m) Members of the GC are required to attend a minimum of 50% of GC meetings in a year. Where attendance falls below 50% in any 12-month period, the GC shall have the option of removing the member from the GC and appointing a new GC member (in accordance with clause 6 b).
- n) The GC may:
 - 1. operate a bank account
 - 2. operate a website
 - 3. organise "for profit" and "not for profit" activities
 - 4. organise educational and training activities
 - 5. create sub-committees
 - 6. approve reasonable expenses for the Chairman
 - 7. determine the level of membership fees, if any
 - 8. make donations to charities

- o) The Governing Committee shall establish a sub-committee known as the ACE Northern Division, the Chairman of which shall ideally be a member of the GC.

7. Trustees

- 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 the law, and to deal with the affairs and property of ACE.
- b) ACE shall have no less than three and no more than six Trustees.
- c) Trustees shall appoint one of their number to serve as Chairman for a minimum of one year and a maximum of three, unless invited to serve additional term or terms by the Trustees. In addition to Chairing Trustee meetings, the Chairman of Trustees shall have the responsibility for Chairing the ACE AGM.
- d) Trustees shall meet no less than two times per year.
- e) Trustees shall be invited to serve by a decision of the Trustees, or by current and nominated former Trustees, if current Trustee numbers are not sufficient to be quorate. The views of the GC shall be sought and given serious consideration and the Chairman of the GC shall have an equal vote on this matter.
- f) Trustees shall serve for a minimum term of three years.
- g) No business of ACE concerning the Trustees shall be conducted unless there is a quorum of Trustees present, which shall comprise three Trustees plus two from the Chairman, Vice Chairman or Honorary Treasurer of the GC. The Chairman of Trustees shall have the casting vote where required.
- h) Trustees may receive reasonable expenses to travel and attend meetings which shall be approved by the Honorary Treasurer.
- i) The Trustees will be responsible for contracting to fulfil roles as required.
- j) In the event that Trustees agree that there has been a significant failure in respect of governance, including but not limited to finance, property, ethics or the long term interests of ACE, they shall have the option of suspending the Chairman, officers and/or the GC and to take responsibility for the appointment of a new Chairman and/or GC. In the interim, the Trustees shall be responsible for the duties of the Chairman and GC as necessary. Any issues should be resolved through discussion and informal means if possible.

8. President

- a) The Trustees may engage an Honorary President whose duties will focus as a figurehead for the organisation.
- b) If appointed, the Honorary President shall have a term of three years.

9. Amendments to the Constitution

Amendments to the Constitution may be proposed by a member in writing to the Trustees and, if approved, 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.

10. Annual General Meeting

The AGM shall be held in the first quarter every year. The principle business shall be to receive reports 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.

11. General

- a) ACE shall operate on a calendar year basis.
- b) The financial year shall be 1st January to 31st December.
- c) ACE will arrange insurance to cover any member, officer, Trustee the GM and, where applicable, contracted individuals, against any liability (including but without limitation to 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 GC and the Trustees.

12. Notices and service

- a) Any notice or other information required or authorised by this Agreement 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, usually the mailing address of the GM.
- b) 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.
- c) Any notice or other information sent by electronic means shall be deemed to have been duly sent on the date of transmission and shall be handled in a manner consistent with the Data Protection Act and other present and future legislation.
- d) Service of any legal proceedings concerning or arising out of this Agreement 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.

13. Miscellaneous matters

If any term in this Agreement 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.

14. Dispute resolution

- a) In the event of a dispute arising out of or in connection with this 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 14(a), if any difference shall arise between any of the parties touching the meaning of this 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 of the Law Society.

15. Jurisdiction

This Agreement shall be interpreted according to the Laws of England and Wales, and the parties agree to submit to the exclusive jurisdiction of the England and Wales courts.

Signed by Chairman of Trustees [name]

Witnessed by [name]

ACE Constitution approved by:

Trustees:

GC:

AGM: