



CONSTITUTION  
OF  
THE DURHAM LAW SCHOOL ALUMNI ASSOCIATION

Signed to mark the establishment of The Durham Law School Alumni Association on 17<sup>th</sup> September, 2024 by:

Lady Black of Derwent  
First Joint President of the Association

Professor Karen O' Brien  
Vice-Chancellor and Warden, Durham  
University

Lord Hughes of Ombersley  
First Joint President of the Association

Professor Volker Roeben  
Dean of Durham Law School

**CONSTITUTION**  
**OF**  
**THE DURHAM LAW SCHOOL ALUMNI ASSOCIATION<sup>1</sup>**

**1. NAME AND ESTABLISHMENT DATE**

- 1.1 The name of the Association shall be “The Durham Law School Alumni Association” (the “Association”).
- 1.2 The Association is established with effect from 17<sup>th</sup> September, 2024.

**2. AIMS**

- 2.1 The aims of the Association shall be:
- (a) to develop and advance the standing and reputation of Durham Law School by fostering networking and mutual support between the Law School, the Members of the Association, its academic staff and its students;
  - (b) to encourage the involvement of the judiciary and the legal profession in legal education and legal research at the Law School;
  - (c) to facilitate mentoring arrangements, and practical legal experience, for the Law School’s students and non-Law students of the University interested in pursuing a career in law;
  - (d) to promote activities among Members of the Association (including amongst Members of the Association in particular locations both in the United Kingdom and abroad);
  - (e) to provide assistance, awards and scholarships to the students and graduates of the University pursuing a career in law or pursuing legal research;
  - (f) to raise funds and receive donations for furtherance of the aims of the Association or for the development and advancement of the Law School, its students (including non-Law students of the University interested in pursuing a career in law), its graduates (including non-Law graduates of the University pursuing (or interested in pursuing) a career in law) and its academic staff or for such other purposes incidental or conducive to the aims of the Association as the Association deems fit, and to make donations or to give other support financial or otherwise to the Law School (or to the University for the benefit of the Law School) or any other persons, bodies or organisations for such purposes incidental or conducive to the aims of the Association as the Association deems fit; and
  - (g) to do all such lawful things as are incidental or conducive to the attainment of the aims of the Association from time to time.
- 2.2 For the avoidance of doubt, each of the aims in **Clause 2.1** shall be construed independently and shall not in any way be limited or restricted by reference to, or inference from, any other aim of, or by the name of, the Association.
- 2.3 No part of the activities of the Association shall be the carrying on of Political Activity. The Association shall not participate in, nor intervene in, any political campaign including,

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<sup>1</sup> draftsman: Philip Bennett

without limitation, on behalf of, or in opposition to, any candidate for public office. The Association shall, in the conduct of its activities, adopt a position of strict political neutrality.

### **3. INTERPRETATION**

3.1 In this Constitution, the following expressions have the following meanings:

**"Appointed Committee Member"** has the meaning given in **Clause 6.1**.

**"Appointed Council Member"** has the meaning given in **Clause 8**.

**"Constitution"** means this Constitution of the Association as amended in accordance with its provisions.

**"Council"** means the Council as provided for in **Clause 8**.

**"Council Member"** means a member at the time in question of the Council.

**"Dean"** means the Dean of the Law School at the time in question.

**"Executive Committee"** means the Executive Committee as provided for in **Clause 6**.

**"Executive Committee Member"** means a member at the time in question of the Executive Committee.

**"Exonerated Person"** has the meaning given in **Clause 16**.

**"the Law School"** means Durham Law School, which expression shall include any past, present or future department, faculty or school of law of the University.

**"Member of the Association"** means an individual who, at the time in question, has become, or has been deemed to become, a Member of the Association in accordance with **Clause 5** and has not ceased to be a Member of the Association (see **Clause 15**).

**"Political Activity"** means an activity which involves trying to secure support for, or oppose, a change in the law or in the policy or decisions of central government, local authorities or other public bodies, whether in the United Kingdom or abroad. Political campaign and political neutrality shall be construed accordingly.

**"Selected Committee Member"** has the meaning given in **Clause 6.1**.

**"Selection Committee"** has the meaning given in **Clause 8.9**.

**"Selected Council Member"** has the meaning given in **Clause 8.9**.

**"University"** means The University of Durham.

3.2 If not inconsistent with the subject or context, in this Constitution:

(a) words importing the singular number shall include the plural number and vice versa;

(b) words importing any gender shall include all other genders.

3.3 The headings are inserted for convenience only and shall not affect the construction of this Constitution.

3.4 References to Clauses are to Clauses of this Constitution.

3.5 Any right or power under this Constitution may be exercised from time to time.

### **4. ELIGIBILITY FOR MEMBERSHIP**

The following individuals shall all be eligible to become Members of the Association:

- 4.1 any individual who has been awarded an undergraduate or postgraduate Law degree (or joint honours Law degree) conferred by the University (including before the establishment of this Association).
- 4.2 any individual who has been awarded any other undergraduate or postgraduate degree conferred by the University and has qualified as a solicitor or barrister in England and Wales or has achieved the corresponding qualification in any other jurisdiction (including before the establishment of this Association) whether or not still practising.
- 4.3 any individual who the Executive Committee decides is eligible to become a Member of the Association.

## 5. BECOMING A MEMBER OF THE ASSOCIATION

- 5.1 An individual who is eligible to become a Member of the Association may apply to become a Member of the Association:
  - (a) by submitting to the Executive Committee, or as it may direct, an application to become a Member of the Association in such form as the Executive Committee may prescribe, duly completed together with such supporting evidence of eligibility as the Executive Committee may require, and
  - (b) by paying to the Association such entrance fee, if any, and such membership fee, if any, as the Executive Committee may determine (and see also **Clause 7.2(b)**).
- 5.2 An individual whose application satisfies the requirements of **Clause 5.1** shall become a Member of the Association with effect from such date as that individual is notified by or on behalf of the Executive Committee that his or her membership is to begin.
- 5.3 The first Members of the Association are those listed in the **Appendix** to this Constitution who shall be deemed to have satisfied the requirements of **Clause 5.1** and **Clause 5.2** and to have become Members of the Association with effect from the date of establishment of the Association specified in **Clause 1.2**.

## 6. EXECUTIVE COMMITTEE

- 6.1 The Executive Committee shall consist of up to 6 members:
  - (a) one ex officio member, the Dean (and see **Clause 12**),
  - (b) up to 4 eligible individuals appointed by the Dean (each an "**Appointed Committee Member**"), and
  - (c) one member appointed by the Council from the Selected Council Members (the "**Selected Committee Member**").
- 6.2 To be an eligible individual under **Clause 6.1(b)**, an individual must be:
  - (a) a Member of the Association, or
  - (b) a member of the Law School's academic staff (including honorary staff).
- 6.3 Subject to **Clause 6.7**, the Dean shall appoint one of the Appointed Committee Members:
  - (a) who is an alumnus or alumna of the University, or
  - (b) with the approval of the Council, who is not an alumnus or alumna of the University, to be the Chair of the Executive Committee (and see also **Clause 13.2**).
- 6.4 Subject to **Clause 6.7**:
  - (a) an Appointed Committee Member shall hold office for a renewable term of 3 years (or such other period, including an indefinite period, as the Dean may determine).



- (b) the Selected Committee Member shall hold office for a renewable term of 3 years (or such other period not exceeding 3 years and 364 days as the Council may determine).
- (c) the Chair of the Executive Committee shall hold office for a renewable term of 3 years (or such other period as the Dean may determine).

6.5 (a) The Dean may remove from office:

- (i) any Appointed Committee Member and appoint a replacement Appointed Committee Member for the balance of the outgoing Appointed Committee Member's term of office (or such other period, including an indefinite period, as the Dean may determine), and
  - (ii) the Chair of the Executive Committee and appoint a replacement Chair for the balance of the outgoing Chair's term of office (or such other period as the Dean may determine).
- (b) The individual who is the Dean, as the ex officio Committee Member, shall cease to hold that position on ceasing to hold the office in question and shall automatically be replaced by his or her successor to that office.
  - (c) The Council may remove from office the Selected Committee Member and appoint, from the Selected Council Members, a replacement Selected Committee Member for the balance of the outgoing Selected Committee Member's term of office (or such shorter period as the Council may determine).
  - (d) A Committee Member may resign from office by giving notice to that effect in writing to the Dean, to take effect from the date of receipt of that notice by the Dean (or such other later date as may be specified in that notice).
  - (e) A Committee Member shall automatically cease to hold office on expiry of his or her term of appointment. The Chair of the Executive Committee shall automatically cease to hold office on expiry of his or her term of appointment.
  - (f) The Dean may renew the term of office of an Appointed Committee Member for a further term or terms of up to 3 years (or such other period as the Dean may determine) . The Dean may renew the term of office of the Chair of the Executive Committee for a further term of up to 3 years (or such other period, including an indefinite period, as the Dean may determine).
  - (g) The Council may renew the term of office of a Selected Committee Member for a further term or terms of up to 3 years and 364 days.

6.6 The business of the Executive Committee shall be conducted as follows:

- (a) the Executive Committee shall determine the frequency of its meetings, notice periods and and the way in which its meetings are to be convened and conducted.
- (b) Executive Committee meetings may take place in person or via the internet or partly in person and partly via the internet as the Executive Committee may determine.
- (c) the quorum at an Executive Committee meeting is 3 Committee Members (whether present in person or via the internet or partly in person and partly via the internet).
- (d) to the extent not unanimous, all decisions of the Executive Committee shall be taken at a duly convened and quorate Executive Committee meeting by majority vote of the Committee Members present (who may be present in person or present via the internet). However, in the case of a tie, the Dean shall have the casting vote.

- 6.7 The first Executive Committee Members, with effect from the date of establishment of the Association specified in **Clause 1.2**, who shall be deemed to have been duly appointed to those positions, are:
- (a) Ex-officio: Professor Volker Roeben, Dean of Durham Law School
  - (b) Appointed Committee Members:
    - (i) David Patient<sup>2</sup>, Chair of the Executive Committee, whose term of office expires on 31<sup>st</sup> August, 2027.
    - (ii) Jessica Banks<sup>3</sup> whose term of office is indefinite.
    - (iii) Philip Bennett<sup>4</sup> whose term of office expires on 31<sup>st</sup> December, 2025.
    - (iv) Rachel Avery<sup>5</sup> whose term of office expires on 31<sup>st</sup> August, 2026.
  - (c) Selected Committee Member: Gary Assim<sup>6</sup> whose term of office expires on 31<sup>st</sup> August, 2027.

## **7. POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE**

- 7.1 The Executive Committee shall conduct all Association business, including the formulation and implementation of Association policies, and may pay all the expenses (if any) of the Association, as it thinks fit.
- 7.1 (a) The Executive Committee may prescribe the amount of any entrance fee to become a Member of the Association and any annual or periodic membership fee. Notwithstanding any other provision of this Constitution, the Executive Committee may waive any such fee in whole or in part payable by any person or Member or class of Members as it may determine to be appropriate.
- (b) As at the date of adoption of this Constitution, no entrance fee and no annual periodic membership fee is prescribed.
- 7.3 The Executive Committee shall be responsible for the proper use of funds of the Association.
- 7.4 The Executive Committee may create such sub-committees as it determines to be appropriate. The Executive Committee may delegate such of its functions as it may determine to be appropriate to a sub-committee. Members of a sub-committee may be comprised of such individuals, who need not be Committee Members, as the Executive Committee may determine to be appropriate.

## **8. THE COUNCIL**

- 8.1 The Council shall consist of up to 20 Council Members, being:
- (a) 2 ex officio Council Members,
  - (b) up to 9 Appointed Council Members, and
  - (c) up to 9 Selected Council Members.
- 8.2 The 2 ex officio Council Members shall be:
- (a) the Dean, and
  - (b) the Chair of the Executive Committee.

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<sup>2</sup> Durham alumnus, former Managing Partner, Travers Smith LLP and member of the Durham Law School Advisory Board.

<sup>3</sup> The Law School's Business Development Manager.

<sup>4</sup> Durham alumnus, Professor in Practice, Durham Law School and former Slaughter and May partner.

<sup>5</sup> The Law School Deputy Dean, Education for the 2024/25 and 25/26 academic years.

<sup>6</sup> Durham alumnus and partner in Shoosmiths LLP.

- 8.4 Subject to **Clause 8.13** and **Clause 8.14**, the Dean may appoint up to 9 Appointed Council Members from the following:
- (a) individuals who hold or have held judicial office in England and Wales or in any other jurisdiction,
  - (b) individuals who are Members of the Association, and
  - (c) individuals who the Dean otherwise determines to be appropriate to be appointed Council Members (including students of the University).
- 8.5 Subject to **Clause 8.13**, the Dean shall appoint:
- (a) one of the Appointed Council Members who is an alumnus or alumna of the University, to be President of the Association, or
  - (b) two of the Appointed Council Members, each being an alumnus or alumna of the University, to be Joint Presidents of the Association (and see also **Clause 13.1**).
- 8.6 Subject to **Clause 8.13**:
- (a) an Appointed Council Member shall hold office for a renewable term of 3 years (or such other period, including an indefinite period, as the Dean may determine).
  - (b) the President of the Association (and each Joint President) shall hold office for a renewable term of 3 years (or such other period as the Dean may determine).
- 8.7 The Dean may remove from office:
- (a) any Appointed Council Member and appoint a replacement Appointed Council Member for the balance of the outgoing Appointed Council Member's term of office (or for such other period, including an indefinite period, as the Dean may determine), and
  - (b) the President (or either or both of the Joint Presidents) of the Association and appoint a replacement President (or or a replacement Joint President or Joint Presidents) for the balance of the outgoing President's (or Joint President's or Presidents') term of office (or such other period as the Dean may determine).
- 8.8 Subject to **Clause 8.13** and **Clause 8.14**, the up to 9 Selected Council Members shall be each appointed in accordance with **Clause 8.9**.
- 8.9 Subject to **Clause 8.13**:
- (a) a Selection Committee, in relation to the proposed selection of one or more Selected Council Members, shall select from Members of the Association the person or persons to become a Selected Council Member or Selected Council Members.
  - (b) in relation to a proposed selection under (a), the Dean shall establish a Selection Committee. That Selection Committee shall comprise:
    - (i) the Dean, ex officio,
    - (ii) an Appointed Council Member as selected by the Dean, and
    - (iii) a Selected Council Member as determined by a majority of the Selected Council Members. In default of a determination within such time as the Dean may notify to the Selected Council Members, being not less than 14 days, the Dean may determine the Selected Council Member to be on the Selection Committee.
  - (c) if at the time in question, there is no Selected Council Member, the Selection Committee shall comprise:

- (i) the Dean, ex officio, and
  - (ii) 2 Appointed Council Members as selected by the Dean.
- (d) a Selection Committee may act by majority vote with each member having one vote.
- (e) a Selection Committee may otherwise determine its own procedures for notice of meeting and the conduct of its business and may meet in person or via the internet or partly in person and partly via the internet.
- (f) a Selection Committee shall determine its procedure for inviting Members of the Association to put themselves forward as candidates for selection and for determining candidates to be appointed as Selected Council Members.
- 8.10 Subject to **Clause 8.13**, Selected Council Members shall hold office for renewable terms of up to 3 years and 364 days as determined by the Selection Committee in question at the time of appointment.
- 8.11 (a) A Council Member who is an ex officio Council Member shall cease to hold that position on ceasing to hold the office in question and shall automatically be replaced by his or her successor to that office.
- (b) The Council may remove a Selected Council Member from office before the end of his or her term.
- (c) A Council Member may resign from office at any time by giving notice to that effect in writing to the Dean, to take effect from the date of receipt of that notice by the Dean (or such other later date as may be specified in that notice).
- (d) A Council Member shall automatically cease to hold office on expiry of his or her term of appointment.
- (e) The Dean may renew the term of office of an Appointed Council Member for a further term or terms of up to 3 years (or such other period as the Dean may determine).
- (f) A Selection Committee may renew the term of office of an Selected Council Member for a further term or terms of up to 3 years and 364 days.
- 8.12 The business of the Council shall be conducted as follows:
- (a) the Council shall determine the frequency of its meetings, notice periods and the way in which its meetings are to be convened and conducted.
- (b) Council meetings may take place in person or via the internet or partly in person and partly via the internet as the Council may determine.
- (c) the quorum at a Council meeting shall consist of at least 5 Council Members (whether present in person or via the internet or partly in person and partly via the internet).
- (d) to the extent not unanimous, all decisions of the Council shall be taken at a duly convened and quorate Council meeting by majority vote of the Council Members present (who may be present in person or present via the internet). Each Council Member, subject to **Clause 13.1 (a)(ii)**, shall have one vote.
- 8.13 The first Council Members, at the date of establishment of the Association specified in **Clause 1.2**, who shall be deemed to have been duly appointed to those positions, are:
- (a) Appointed Council Members with terms of office expiring as set opposite their respective names:
- (i) Lady Black of Derwent 31<sup>st</sup> August, 2027
  - (ii) Lord Hughes of Ombersley 31<sup>st</sup> August, 2027

(iii) Anna Metz<sup>7</sup>

31<sup>st</sup> August, 2026

(b) Ex-officio (with office held):

- (i) Professor Volker Roeben, Dean of Durham Law School, and
- (ii) David Patient, Chair of the Executive Committee.

(c) Selected Council Members with terms of office expiring as set opposite their respective names:

- (i) Gary Assim 31<sup>st</sup> August, 2027
- (ii) Alison Gowman CBE 31<sup>st</sup> August, 2027
- (iii) Hugh Ford 31<sup>st</sup> August, 2027
- (iv) Suzanne Kingston 31<sup>st</sup> August, 2027
- (v) Smriti Sriram 31<sup>st</sup> August, 2027

8.14 The Dean and a Selection Committee shall respectively make arrangements:

- (a) to appoint up to a further 6 members to the Council (with up to 3 being Selected Council Members and up to 3 being Appointed Council Members) in the academic year starting 1<sup>st</sup> September 2025,
- (b) to appoint up to a further 4 members to the Council (with up to 2 being Selected Council Members and up to 2 being Appointed Council Members) in the academic year starting 1<sup>st</sup> September 2026, and
- (c) to fill any remaining positions on the Council thereafter as and when the Dean and the Council respectively judge appropriate.

## 9. POWERS AND DUTIES OF THE COUNCIL

9.1 The Council shall have the following powers:

- (a) to provide such advice and support as the Executive Committee may request of it and the Council may agree,
- (b) to appoint one of its Selected Council Members to be the Selected Committee Member of the Executive Committee,
- (c) to provide, with the Executive Committee, a joint report on the activities of the Association to the Annual General Meeting of the Association,
- (d) to amend the Constitution of the Association in accordance with **Clause 19**,
- (e) to dissolve the Association in accordance with **Clause 20**, and
- (f) to exercise the other powers conferred on it by this Constitution.

## 10. OFFICERS

10.1 The Association's officers are:

- (a) the President or the two Joint Presidents, as the case may be,
- (b) the Chair of the Executive Committee,

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<sup>7</sup> The 2023/2024 Chair of the student Durham Law School Employability Board. That Board is comprised of the Presidents of the main Law related student societies (including the Law Society and the Bar Society) or their designees.

- (c) the Secretary to the Executive Committee and the Council, and
  - (d) insofar as the Association receives any money from entrance fees, periodic membership fees or through fund raising activities (including donations), a Treasurer.
- 10.2
- (a) The Dean may appoint an individual to the Secretary to the Executive Committee and the Council for such term (including an indefinite term) as the Dean may determine.
  - (b) The Dean may appoint an individual to the Treasurer of the Association for such term (including an indefinite term) as the Dean may determine.
  - (c) At the discretion of the Dean, the offices of Secretary and Treasurer may be combined into one office of Secretary-Treasurer. The Dean may separate such a combined office in to the separate offices of Secretary and Treasurer.
  - (d) The Dean may remove the Secretary from office and appoint a replacement Secretary.
  - (e) The Dean may remove the Treasurer from office and appoint a replacement Treasurer.
- 10.3 The first officers of the Association and of the Executive Committee and their initial terms of office are:
- (a) Joint Presidents:
    - (i) Lady Black of Derwent Term of office expires on 31<sup>st</sup> August, 2027
    - (ii) Lord Hughes of Ombersley Term of office expires on 31<sup>st</sup> August, 2027
  - (b) Chair of the Executive Committee:
    - David Patient Term of office expires on 31<sup>st</sup> August, 2027
  - (c) Secretary to the Executive Committee  
and to the Council:  
To be appointed by the Dean  
  
Term of office expires on: Not applicable
  - (d) Treasurer:  
To be appointed by the Dean when required  
Term of office expires on: Not applicable

**11. VACANCIES IN OFFICES OR POSITIONS**

If any vacancy in any office or position provided for under this Constitution arises, that vacancy may be filled in the same manner as the vacated position was filled (or deemed to be filled) and, where the office or position is for a specified term, for the unexpired term of that office or position in question.

**12. DEAN MAY APPOINT ALTERNATE**

- 12.1 The Dean may appoint a person to act as the Dean's alternate at any meeting of the Executive Committee or the Council or otherwise provided for under this Constitution.
- 12.2 That alternate shall, except in the case of tie under **Clause 6.6(d)**, have the same rights and powers as the Dean would have if the Dean were present at that meeting. In the case of a tie under **Clause 6.6(d)**, the alternate shall not have a casting vote.

**13. DUTIES OF OFFICERS**

- 13.1 (a) The President of the Association shall:
- (i) chair all Council meetings,

- (ii) shall have a casting vote, in the case of equality over votes on a decision of the Council,
  - (iii) preside at Annual General Meetings of the Association, and
  - (iv) undertake such other duties as may be agreed by the President with the Council.
- (b) Where there are Joint Presidents, the Joint Presidents of the Association shall agree between themselves as to who will perform which role, at the time in question, under (a) above (and references to the President in (a) shall be construed accordingly).
- 13.2 The Chair of the Executive Committee shall:
- (a) chair all Executive Committee meetings,
  - (b) provide leadership and strategic oversight in relation to the operation of the Association,
  - (c) support the Dean and other members of the Law School staff in the running and promoting of the Association and its Executive Committee, and
  - (d) undertake such other activities in relation to the Association and the Executive Committee as may be agreed by the Chair of the Executive Committee with the Dean.
- 13.3 The Secretary shall:
- (a) issue notices of meetings of the Council, the Executive Committee and of the Association's Annual General Meetings,
  - (b) keep (or arrange to be kept) minutes of meetings of the each of the meetings referred to in (a) above, and
  - (c) undertake such other duties as may be agreed by the Secretary with Dean and with the Council or the Executive Committee, as the case may be.
- 13.4 Where the Association is in receipt of funds, the Treasurer shall:
- (a) keep the Association's financial records,
  - (b) render the financial statements to the Executive Committee and the Council when required,
  - (c) be available and ready to report the Association's financial position at each Executive Committee meeting, each Council meeting and each Annual General Meeting, and
  - (d) undertake such other duties as may be agreed by the Treasurer with the Executive Committee.
- 13.5 If the President or a Joint President of the Association is not present within 15 minutes of the time specified for the start of the meeting in question over which he or she is to chair or preside, the Chair of the Executive Committee shall chair or preside.
- 13.6 If the Chair of the Executive Committee is not present within 15 minutes of the time specified for the start of any meeting over which he or she is to chair or preside, the meeting may, by majority vote of those eligible to attend and vote at that meeting, appoint its chair.
- 13.7 If neither the President (nor a Joint President) of the Association nor the Chair of the Executive Committee is present within 15 minutes of the time specified for the start of an Annual General Meeting, the Executive Committee Members present shall, by majority vote, appoint the chair of that meeting.



**14. APPLICATION OF ASSOCIATION'S FUNDS**

- 14.1 The funds of the Association shall be applied towards the attainment of its aims.
- 14.2 The Executive Committee shall cause all sums of money received by the Association to be deposited in a bank or to make such other arrangements for the safe keeping of such money as the Executive Committee may determine to be appropriate (including, without limitation, permitting the funds of the Association to be deposited with, lent to, or held on behalf of the Association by, the University whether with or without interest).
- 14.3 Any instruction for the application or transfer of Association money shall be valid provided it is signed (or otherwise authorised) by the Dean, the Chair of the Executive Committee or the Treasurer or such other person or persons as the Executive Committee may appoint.

**15. MEMBERS' RIGHTS AND OBLIGATIONS AND CEASING TO BE A MEMBER**

- 15.1 Each Member shall have the rights and obligations applicable to that Member under the Constitution and shall abide by the decisions applicable to that Member taken in accordance with the Constitution.
- 15.2 If any Member shall fail to pay any amounts that may be due from that Member to the Association for a period of 30 days after the same has become due, a written notice may be sent, by or on behalf of the Association, to that Member by email reminding that Member that the amount is overdue. If that Member does not pay the outstanding amount within 14 days from the giving of such notice, the Executive Committee may terminate his or her membership of the Association.
- 15.3 Save as otherwise determined by the Executive Committee, no Member shall be entitled to enjoy the rights attached to his or her membership until that individual shall have paid any amounts due from that individual to the Association.
- 15.4 If any Member violates any terms of this Constitution or any Member has behaved in a manner which may, in the opinion of the Executive Committee, bring disrepute to the Association, the Law School, the University or the legal profession, the Executive Committee may by resolution call upon such Member to resign from the Association forthwith and, if such Member fails to resign forthwith, may by resolution terminate his or her membership of the Association or may suspend his or her membership for such period of time as the Executive Committee determines to be appropriate.
- 15.5 A Member may resign from membership at any time by giving notice to that effect by email addressed to the Association at its email address as published on the Association's website at the time in question. Resignation shall take effect on receipt by the Association of that email.

**16. LIABILITY OF COUNCIL MEMBERS, EXECUTIVE COMMITTEE MEMBERS, OFFICERS AND MEMBERS OF THE ASSOCIATION**

- 16.1 No Exonerated Person, in the absence of fraud or bad faith, is under any liability whatsoever (including, for the avoidance of doubt, in negligence) to any Member of the Association, to any other Exonerated Person or, without limitation, to anyone else, for anything done or omitted to be done by that Exonerated Person acting, or purporting to act, in his or her capacity as all or any of the following:
  - (a) a Council Member,
  - (b) an Executive Committee Member, and
  - (c) an officer of the Association (see **Clause 10**).
- 16.2 Each and every power and each and every duty (whether an express or implied power or duty) under the Constitution of each Exonerated Person is to be construed accordingly.



16.3 The liability of an Exonerated Person, in the absence of fraud or bad faith, for any liability (including, for the avoidance of doubt, in negligence) whatsoever to any Member of the Association, to any other Exonerated Person or, without limitation, to anyone else, for anything done or omitted to be done by that Exonerated Person acting, or purporting to act, in his or her capacity as all or any of the following:

- (a) a Council Member,
- (b) an Executive Committee Member, and
- (c) an officer of the Association (see **Clause 10**),

is hereby excluded.

16.4 In this **Clause 16** "Exonerated Person" means an individual who is or was all or any of the following:

- (a) a Council Member,
- (b) an Executive Committee Member, and
- (c) an officer of the Association (see **Clause 10**).

16.5 A Member of the Association's liability is limited to any unpaid fees due from that Member (see **Clause 7.2**).

## **17. ANNUAL GENERAL MEETINGS**

17.1 The Annual General Meeting of the Association shall, subject to the next sentence, be held each year on a day and at a time and place to be chosen by the Executive Committee and within 18 months of the preceding Annual General Meeting. The inaugural Annual General Meeting of the Association shall be held before 30th September, 2026.

17.2 Notice of an Annual General Meeting shall be sent to Members of the Association at such time by email as determined by the Executive Committee provided such notice shall be sent not less than 14 days before the meeting.

17.3 The Executive Committee may make arrangements for an Annual General Meeting to be held in person only, partly in person and partly via the internet or wholly via the internet.

17.4 The business of the Annual General Meeting is to receive a joint report on the activities of the Association prepared by the Executive Committee and the Council.

## **18. NOTICES**

18.1 A notice may be given by the Association to any Member either personally or by email at the email address supplied by that Member to the Association for the giving of notice to that Member. Service of the notice by email shall be deemed to be effected at the time at which the email is sent.

18.2 Notice of every General Meeting shall be given in any manner authorised in **Clause 18.1** to all Members of the Association except those Members who have not supplied to the Association an email address for the giving of notices to them.

18.3 Members of the Association changing their contact details shall give due notice to the Association and furnish the Association with an email address to which notices may be sent. All notices sent by email to the last email address held by the Association for a Member to the Association shall be considered as having been duly received by that Member.

18.4 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that General Meeting.

**19. AMENDMENT TO THE CONSTITUTION**

The Council, with the consent of the Dean, may, by resolution passed at a duly convened and quorate meeting of the Council, amend this Constitution by a two-thirds majority vote of the Council Members present (and who may be present in person or present via the internet).

**20. DISSOLUTION**

20.1 The Association may, with the consent of the Dean, be dissolved by a two-thirds majority vote of those Council Members present (and who may be present in person or present via the internet) at a duly convened and quorate meeting of the Council where the dissolution is proposed.

20.2 Any remaining assets of the Association shall be donated to the University or such other charity or charities as decided by a majority vote of the Council Members present (and who may be present in person or present via the internet) at that meeting.

**THE APPENDIX**  
**THE FIRST MEMBERS OF THE ASSOCIATION**

Name	College	Date of graduation
Anthony Philip Gilson Hughes, Lord Hughes of Ombersley	Van Mildert	1969
Jill Margaret Black (née Currie), Lady Black of Derwent	Trevelyan	1975
Gary Assim	St Chad's	1987
Philip Bennett	Hatfield	1975
Hugh Ford	Grey	1988
Alison Gowman CBE	Van Mildert	1977
Suzanne Kingston	Van Mildert	1983
David Patient	HildBede	1988
Smriti Sriram	HildBede	2009