

# ASSOCIATION OF CELEBRITY ASSISTANTS - UK

## RULES AND REGULATIONS

### The Association of Celebrity Assistants UK (ACA-UK).

The location of the principal office of ACA-UK shall be determined by the ACA-UK Board Members (the "Board") in its sole and absolute discretion, and may be changed at any time at the discretion of the Board.

The Board may vote to establish subordinate or affiliate offices any place where ACA-UK does business. The first such office shall be established in London.

### 1. Terms and Definitions

- a. "Celebrity" - A "celebrity" is defined as "a high-profile person in the public eye, as evidenced through mainstream national and international media, awards and achievements, and acknowledged in their field(s) of endeavour."
- b. "Celebrity Personal Assistant" - A celebrity personal assistant and/or support staff is defined as "an individual who holds a primary and direct responsibility for the day-to-day requests of their celebrity employer/client, which includes a combination of personal and professional demands. This also includes an individual who holds a primary and direct responsibility for the day-to-day activities of an employer whose clients are celebrities."
- c. "Board" – The Board shall comprise a minimum of five members of the Board.
- d. "Quorum" – A majority of the Board of Directors that must be present for a valid transaction of business, herein defined as fifty percent (50%) of the current Board, except for the amendment of the By-laws as set forth in Article Ten.
- e. "Cause" – A member may be removed for "cause" whenever they are found to have violated the membership agreement, has breached their duty of confidentiality, has interests in conflict with those of ACA-UK and such has resulted in a detriment to ACA-UK, has been convicted of a criminal offence and/or for other egregious conduct which harms or impairs the reputation or business of ACA-UK according to a majority vote of a quorum of the Board.
- f. "Gross misconduct" A member may be removed immediately whenever they are found to have engaged in behaviour that can be deemed gross misconduct at the discretion of the Board. Such acts include, but are not limited to the following acts: any criminal or illegal act, breach of confidence, defamation of character.

### 2. The Association

The ACA-UK is a membership organisation having affiliated persons. ACA-UK is comprised of personal assistants to celebrities and high profile individuals.

The ACA-UK is a non-profit making networking and support association. Its purposes are:

- a. to serve as the main and vital resource for currently employed celebrity personal assistants through networking opportunities in a safe and confidential environment;
- b. to strive for excellence in our profession and to set the professional standard by providing educational opportunities and a testing ground for new methods;
- c. to promote and enhance the professional standing and credibility of celebrity personal assistants;
- d. to celebrate and support the individuals who work as celebrity personal assistants by promoting a sense of community and collaboration between colleagues across the country and around the world;
- e. to support the efforts of unemployed members to secure employment as Celebrity Personal Assistants through the ACA-UK Job Referral Service and other means, thereby helping celebrities to find exceptional assistants; and
- f. to forge and nurture positive, long-term and mutually beneficial relationships with businesses and venues interacting with celebrities in order to provide valuable services to ACA-UK members.

### **3. Membership**

#### **Categories of Membership**

- a. Membership of the organisation can be offered to both individuals and corporations, subject to the discretion of the Board. Members of the association can be Full Members or Emeritus Members.
- b. Criteria for membership is defined in these Rules and Regulations, and may be amended, revised, removed, or replaced at any time upon action by a quorum of the Board. The Board reserves the right to reject an application with absolute discretion and there shall be no right of appeal in relation to the rejection of an application.

### **4. Non-Discrimination**

The ACA-UK shall not discriminate against any person on the basis of race, sex, gender, colour, creed, religion, age, or sexual preference, or for any other reason which may be deemed by the Board of Directors to be “arbitrary” other than the conditions and criteria for membership as designated below in this document.

### **5. Qualifications for Full Membership**

To qualify for full membership of the ACA-UK, a candidate must meet the following criteria:

- a. At the time of the application, a candidate must be currently employed as an assistant (Personal/Executive/Virtual or similar) by a celebrity and/or high profile person for a minimum of 18 (eighteen) months.

- b. In the event that the candidate is currently not in employment or hasn't been in employment long enough, the candidate's previous employment as an assistant (Personal/Executive/Virtual Assistant or similar) by a celebrity/high profile employer must have been for a minimum of eighteen months and within the last five years
- c. Members must maintain their role as an assistant (Personal/Executive/Virtual Assistant or similar) for the entire duration of their membership.
- d. Members must inform without delay the board member in charge of membership of any changes in their employment status (change of employer, redundancy, resignation etc).
- e. A fully paid-up Member enjoys the following privileges:
  - Voting rights on issues that the Board introduces/presents to the General Members;
  - Eligibility for the ACA-UK Job Referral Service;
  - Eligibility to hold an elected position on the Board; and
  - Membership of ACA-UK as long as their dues are paid, and they do not bring dishonour to the organisation or act in a manner contrary to the general purpose of the ACA-UK.

## **6. Terms & Conditions of Membership**

All members must agree to and abide by the rules governing ACA-UK as established by these Rules and Regulations or they may be removed for cause upon action by the Board. Agreement to the Rules and Regulations is presumed by application for membership, and upon signature of the application for membership and confidentiality/non-disclosure agreement.

## **7. Membership Privileges**

ACA-UK shall offer its members the following:

- Networking meetings;
- Facilitation of employment opportunities, including but not limited to access to the Job Bank for Full Members; and
- Social opportunities.

## **8. Application for Membership**

- a. Application for membership shall be made by candidates for membership on a standard form, as specified and supplied by the ACA-UK Board.
- b. A prospective member shall include with their application a copy of a current CV, one recent employer reference, a bio of their celebrity and/or a search link (such as Google) to a recognised mainstream media publication, and applicable fees.

## **9. Admission to Membership**

- a. Except as otherwise provided in these Rules and Regulations, membership in any category shall be approved by the Board of ACA-UK.
- b. If the Membership Secretary determines that the applicant may qualify for membership the relevant candidate will be referred the Board as a proposed member.
- c. The Board shall then vote upon the application. Such vote only to be taken if 2/3 of the current Board is present at the meeting to vote (a "Quorum").
- d. Outcome of such vote of a Quorum of the Board shall determine the membership of the candidate.
- e. All members shall pay dues as specified in the then current "ACA-UK Membership Application" and shall abide by these Bylaws and the "Terms and Conditions of Membership."
- f. Membership in ACA-UK is not effective until a signed copy of the application form and confidentiality/non-disclosure agreement accompanied by the member's fees are received by ACA – UK.

## 10. Emeritus Membership

- a. When a Member retires, changes career path or no longer qualifies for full membership for any given reason, they can apply for Emeritus Membership.
- b. Emeritus Members retain all benefits of Membership, but Full Members will have priority access to oversubscribed events.
- c. Emeritus members pay an annual fee as determined by the board.
- d. Emeritus membership applications must be submitted and approved by the Board according to the rules set under paragraph 8.a.

## 11. Termination and/or Suspension of Membership

Membership in the ACA-UK may be terminated by two-thirds (2/3) of a Quorum vote of the Board, if good cause is shown:

- a. **Payment of Fees.** Unless special arrangements have been made in writing and signed by the Treasurer, the membership of any member failing to make payment of annual dues within a period of thirty (45) days after they are due and may have their membership suspended at the discretion of the Board.
- b. **Termination.** Any member who violates the Rules and Regulations may have their membership terminated (or suspended) from ACA-UK following an investigation and report by the Board. A two-thirds (2/3) majority of a quorum of the Board present at a hearing shall be required to terminate or suspend a member. Any member to be terminated or suspended shall be entitled to at least ten (10) working days prior written notice of the termination or suspension and the reasons therefore, and shall be entitled to be heard, orally in writing, not less than five (5) days before the effective date of termination or suspension by the Board. Notice and response must be made in writing
- c. **Suspension.** Suspension of membership shall be determined by the Board and shall follow the procedures outlined above. If a member is put on suspension by vote of the Board, terms of such suspension will be determined by the

Board and may include restriction from attending meetings, social events and loss of other membership benefits. The duration of such suspension will be determined by vote of the Board. Suspension of membership bars the member from voting in general elections and special votes, and shall bar the member from participating in the ACA-UK Job Referral Service during the period of suspension. The Board retains the right, in its sole discretion, to sanction a member for violation of the membership agreement by suspension of membership for a specified period of time not to exceed one (1) year. A member may be reinstated to full/associate membership upon majority vote of the Board.

- d. ***Non-transferability.*** Membership will automatically terminate by resignation or death. Membership is *not* transferable to another person and/or entity.

## **12. Reinstatement of Membership**

- a. ***Non-Payment of Fees.*** Following non-payment of fees, any member whose membership has been terminated for non-payment of dues may have their membership reinstated in the same category of membership that they previously held.
- b. ***Post-Termination.*** Any member whose membership has been terminated by ACA-UK may not have their membership reinstated unless the reason for termination was “Non-Payment of Fees.”

## **13. Transfer of Membership**

- a. Membership in ACA-UK does not preclude membership in any other professional organisation.
- b. There is no transfer of membership between ACA-UK and any other professional organisation.
- c. There is also no transfer of a membership in ACA-UK from one individual to another.

## **14. Fees**

- a. To be in good standing, every member must pay such fees as are fixed by the Board. Such fees are due and payable within the specified time limit and on the conditions set forth in these Rules and Regulations. The Board shall determine the fees and dues from time to time, at one of the regular Board meetings. Fee increases will be effective on a specified date determined by the Board.
- b. A fee increase shall be made only by a majority of a quorum vote of the Board. Notification of any changes in the annual membership fees shall be made to the membership as soon after the vote as is practical and reasonable, but at least sixty (60) days prior to the effective date of any such increase.
- c. The fees for the ACA-UK Job Board, special events and meetings shall be determined by the Board.

## **15. Liability of ACA-UK**

### **No Individual Liability**

The members of the Board shall not be liable as individuals for the obligations of ACA-UK except as required by law.

## **16. Officers Function, Authority, and Compensation**

The property, business, and affairs of ACA-UK shall be managed by the Board, which may exercise all such powers of ACA-UK and do all such lawful acts and things as are not by law or otherwise required to be exercised by the members. The Board shall have the right to authorise the payment of expenses relating to service on the Board.

## **17. Number**

The ACA-UK shall have a minimum of five members serving on the Board. This number may be increased or decreased at the discretion of the Board at any Board meeting. The following criteria apply to the Board of the ACA –UK.

- a. The Officers of ACA-UK shall be the President, Vice President, Treasurer, Secretary, Membership Secretary, Sponsorship & Event Secretary, Job Board Director, Website Director and Legal Director.
- b. The Board may add additional positions as is deemed appropriate by majority vote of a quorum of the Board with the exception of the President.
- c. Members may hold multiple offices on the Board at any one time, subject to Board approval.

## **18. Qualification, Appointment, and Term of Office**

Each person named in the Articles or Certificate of Incorporation as a member of the first Board of Directors shall hold such office for a period of three (3) years and/or until his or her successor shall have been elected and qualified, or until his or her resignation, removal, or death. The following criteria apply to the Board of ACA-UK:

- a. The Term of Office for each subsequent Board member is two (2) years. This is with the exception of the Legal Director who is a permanent member of the Board but may be removed and replaced by a majority vote of the Board or a quorum of the Board.
- b. Officers may serve unrestricted terms in a particular office, with Board approval. Such approval will consist of a majority vote of all of the Board.
- c. Members of the Board are elected by a quorum of Full Members in a general election. Absentee ballots by proxy, either written or by electronic mail will be allowed. Proxy votes must be received prior to the general election meeting.

## **19. Removal and Resignation**

A member of the Board may be removed by a majority vote of the remaining Board members and upon a written notice setting out full reasons for such removal. Any Board member may resign by giving thirty (30) days written notice to the President of ACA-UK, stating the date upon which the resignation shall become effective. At any Annual Meeting of the general membership or at a Special Meeting of the Board called expressly for such purpose, any member or the entire Board may be removed, with cause, by a majority vote of the membership of ACA-UK eligible to vote.

## **20. Vacancies**

Any vacancies and newly created directorships or Board member positions resulting from any increase in the authorised number of directors may be filled by the affirmative vote of a majority of the Board then in office, though less than a quorum of Board members, and the Board members so chosen shall hold office until the next annual general election and until their successors are duly elected and qualified, or until his or her resignation, removal, or death.

## **21. Place of Meetings**

The Board of ACA-UK may hold meetings, both regular and special, either within London, or at such place as may be designated from time to time by the Board.

## **22. Notice of Meetings**

The Board will endeavour to meet regularly to discuss ACA-UK issues and shall give as much notice as reasonably possible to all members of the Board in order for them to be able to attend.

## **23. Telephonic Meetings and Action without a Meeting**

Members of the Board may participate in a meeting of the Board as if present in person by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. In the event that a Board member is unable to participate in a telephonic conference their email confirmation of agreement to any action required will suffice as their acceptance and shall be filed along with the minutes of that meeting.

## **24. Voting**

A majority of the Board shall constitute a quorum for the transaction of business and the act of a majority of the Board present at any meeting at which there is a quorum shall be the act of the Board. If a quorum is not present, a majority of the Board present may adjourn the meeting until an announced date and time.

## **25. Office of the President**

- a. Subject to the direction and control of the Board, the President shall oversee, supervise, direct and control the business of ACA-UK.

- b. This position is to be held by a celebrity personal assistant who has held such a position for a minimum of three years continuous employment of ACA-UK.
- c. For their term, the President will not be involved in any other for-profit business involving and/or serving celebrities which would be detrimental of ACA-UK.
- d. The President does not pay membership fees for his or her term. Once the term is over, a past President is expected to pay fees. Fees can be waived for a past President at the discretion of the Board decision with a majority vote.
- e. All past Presidents will be acknowledged in some way in the ACA-UK newsletter and in other ways when appropriate.
- f. The incoming President may request that the outgoing President shall assist them in the year following their presidency term to assure ACA-UK Board continuity.
- g. The President shall have such other powers and shall perform such other duties as may be prescribed by the Board or the Rules and Regulations.

## **26. Office of the Secretary**

The Secretary shall:

- a. Keep or cause to be kept a book of minutes. Such Minute Book shall be maintained at the residence of the Secretary, at their discretion. Such 'book' may consist of a computer disk, or any other appropriate medium for recording the Secretary deems appropriate. Such recording must be reproducible.
- b. Record minutes of the meetings, noting the time and place of the meeting; the names of those present at such meetings (whether by telephone or in person)

and the proceedings at such meetings.

- c. Distribute copies of the minutes to the Board prior to or at the next regularly scheduled Board meeting upon request.
- d. Record the names, appointments and dates of such appointments of all Board members during their term and inform the Board of such information and when any such terms are due to expire. ACA-UK
- e. In conjunction with the President, provide materials distributed at meetings for absentee Board members upon written request.
- f. Have such other powers and shall perform such other duties as may be prescribed by the Board or these Rules and Regulations.

## **27. Office of the Treasurer**

The Treasurer shall:

- a. Have custody of the funds of the organisation, and shall disburse such funds in accordance with these Rules and Regulations.
- b. Keep and maintain adequate and correct books and records of accounts, business transactions of ACA-UK receipts, disbursements, and any other matters customarily included in financial statements.



- c. Allow inspection of books at regularly scheduled meetings upon request.
- d. On behalf of ACA-UK shall endorse for collection cheques, notes and other obligations and shall promptly deposit them in such bank accounts or other depositories.
- e. Render a balance sheet and income statement to the Board within thirty (30) days of the end of every calendar quarter. In addition, the Treasurer shall issue such reports at other times, within thirty (30) days, on the written request of the Board.
- f. Have such other powers and shall perform such other duties as may be prescribed by the Board or the Rules and Regulations.

## **28. Execution of Instruments, Deposits and Funds Execution of Instruments**

Except as otherwise provided in these Rules and Regulations, a majority of a quorum vote of the Board may authorise any Board member or agent of ACA-UK to enter into any contract or execute and deliver any instrument in the name of and/or on behalf of ACA-UK and such authority is confined to specific instances. Unless so authorised, no Board member, agent, or employee of ACA- UK shall have any power or authority to bind ACA-UK by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

## **29. Cheques and Notes**

Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, cheques, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of ACA-UK shall be signed by at least two (2) of the Officers (President, Vice-President, Treasurer, and/or Secretary). This limitation shall be noted on the documents used to open any bank account.

## **30. Deposits**

All funds of ACA-UK shall be deposited to the credit of ACA-UK in such banks, trust companies, or other depositories as the Board may select.

## **31. Gifts**

On behalf of ACA-UK the Board and the Officers may accept contributions, gifts, bequests and devices for the purposes of ACA-UK. The Board may accept personal gifts in situations where said personal gifts are also made to the general membership (i.e., at monthly meetings, gifts presented by the meeting hosts), and where the value of the gift is equal to or less than one hundred pounds (£100.00). Should the value of a personal gift exceed 100 pounds, the recipient Board member must donate the gift as a raffle prize at the next general meeting of the full membership of ACA-UK and may not keep said gift unless the recipient Board member is the winner of the raffle.

## **32. Records and Reports**

The Secretary of ACA-UK shall keep the minutes of all meetings of the Board and general membership meetings.

The Treasurer of ACA-UK shall keep adequate and correct books and records of account.

The Membership Secretary shall keep a current and accurate record of the members of ACA-UK indicating member's names and email addresses and renewal date of any membership. Such information shall be provided to the Board at regular meetings or upon request by a member of the Board.

### **33. Rules of Procedure**

#### **Implementation**

The Board may establish such rules of procedure as may be necessary for implementing the provisions of these Rules and Regulations and for governing the ACA-UK

### **34. Date of Operation of Rules**

Such procedure may become operative at the time designated by the Board and may be published and distributed to the Board.

### **35. Fiscal Year**

The fiscal year of ACA-UK shall begin on the calendar year.

### **36. Amendments and Revisions of Rules and Regulations**

These Rules and Regulations may be amended, revised, or repealed or new rules and regulations may be adopted by an affirmative vote of not less than two-thirds (2/3) of the entire Board. Written, signed and dated proxy votes shall be allowed for members unable to be present, however, e-mail or electronically submitted votes will be allowed.

### **37. Dissolution**

Dissolution of ACA-UK shall be conducted in accordance with the applicable provisions of English law.

In the event of the dissolution of ACA-UK all assets and funds of ACA-UK after debts are paid, shall be distributed by the Board to a charitable organisation, as determined by the Board. In no event, however, shall any of the assets of ACA-UK be distributed to the Board, Officers, or members.

ACCEPTED AND AGREED TO:

\_\_\_\_\_  
(SIGNED BY)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(PRINT NAME)