

## EUROPEAN NETWORK OF HERITAGE FAIRS

### STATUTES

#### Introduction

The founding members will endorse the first version of the European Network of Heritage Fairs Statutes. The notarized act of constitution of the network and the Statutes will be in Italian. A translation in English and in the other languages will be provided.

#### Articles of the Network

EUROPEAN NETWORK OF HERITAGE FAIRS (HERIFAIRS), having its registered office in Florence.

#### 1. Article 1 – Name

1.1. The name of the Network shall be: EUROPEAN NETWORK OF HERITAGE FAIRS (HERIFAIRS).

#### 2. Article 2 - Registered Office

2.1. The Network's registered office shall be in Florence, Italy.

#### 3. Article 3 – Objectives

3.1. The Network objectives shall be to:

- 3.1.1. promote and encourage the specific needs of Heritage Fairs in a European and international context;
- 3.1.2. represent the interests of heritage fairs and to advise national and international institutions involved in co-operation in the field of staging heritage fairs and events;
- 3.1.3. provide support and promote Heritage Fairs' contribution to the development of culture;
- 3.1.4. promote international co-operation between staff members and contributors of Heritage Fairs throughout Europe;
- 3.1.5. collect and provide information among European Heritage Fairs with a view to establish and/or improve exchange of experiences, knowledge, exchange programmes and joint projects;
- 3.1.6. uphold and defend the diversity of cultures and to foster communication between European and non-European cultures as partners in a global cultural society.

#### 4. Article 4 – Members

- 4.1. The Network may have founding members, associate members, supporting members, ordinary members and non-European members;
- 4.2. Founding Members will be the original founding members of the network: Florence Art and Restoration Fair, Ar&Pa Spain, Ar&Pa Portugal and Monumento Salzburg.
- 4.3. Associate Members will be all Heritage Fairs in Europe providing a showcase for the heritage sector at the highest professional level.
- 4.4. Supporting Members: patron and/or sponsor by financially supporting specific initiatives and events through the Herifairs network.
- 4.5. Members will be divided into categories accordingly:
  - 4.5.1. (1) Institutions: Public Institutions such as City Hall or University;
  - 4.5.2. (2) Network & Foundations: Non Profit Networks, ONG, Foundations;
  - 4.5.3. (3) Companies: European Companies that deal with materials for restoration, cultural marketing, tourism, cultural heritage.
- 4.6. Non-European member status is given to all applicant institutes outside Europe that otherwise fulfil the criteria of associate membership or ordinary membership as stated in article 4.3 and 4.4.
- 4.7. As European space it may be considered the Geographical space.
- 4.8. Each founding member and associate member (European or Non-European) shall have one vote and one representative, even if they manage more than a showcase or fairs at European or international level.
- 4.9. Supporting and Ordinary members have no voting rights.

4.10. The Representative Board shall keep a list of the names and addresses of the all members of the network. European privacy regulations for data processing will apply.

#### **5. Article 5 – Admission**

5.1. The Network's Executive Group shall decide on the admission of ordinary, non-European and associate members.

#### **6. Article 6 - Termination of membership**

6.1. The membership shall terminate:

6.1.1. due to the member's resigning by means of a registered letter to the President of the Network.

6.1.2. when a member does not comply with the requirements of the membership or does not fulfil all of his financial obligations as a member towards the Network, through a registered letter from the President.

6.2. Termination of the membership either by the member or by the Network may only take place as per the end of the Networks' financial year subject to one year's notice. However, the membership may be terminated with immediate effect if either the Network or the member cannot reasonably be expected to continue the membership.

6.3. If termination of membership by the Network is repudiated by the member concerned, the member may take his case to the Representative Board which will decide on the termination in the last resort.

#### **7. Article 7 - Annual subscription**

7.1. All categories of membership shall be obliged to pay an annual subscription (if applicable) that shall be decided upon by the Network's Executive Board.

7.2. In special cases, the Network's Executive Group shall be entitled to grant complete or partial exemption from the obligation to pay a subscription.

7.3. The Representative Board may decide on different annual subscription fees depending on the category of member.

#### **8. Article 8 - The Network's Representative Board, President and Executive Group**

8.1. Each founding members and associate members of the Network shall nominate one person to form the Representative Board.

8.2. The Representative Board elects the Executive Group, which should be made up of 3 to 5 members of the Representative Board and the President.

8.3. The Representative Board will endorse a Governance and Management Paper and will evaluate its functioning on an annual basis.

8.4. The Executive Group will be elected every three years by the Representative Board.

8.5. The Executive Group will serve for a period of three (3) years, that can be extended twice and will normally consist of a minimum of three (3) persons to be endorsed the Representative Board;

8.6. An incomplete Representative Board or Executive Group shall remain competent with a minimum of 2/3 of the quorum.

8.7. The Representative Board must be re-confirmed and/or re-nominated every 3 years.

8.8. The Network shall have an elected President who will normally chair the Representative Board and the Executive Group, and speak on behalf of the organization.

8.9. The President is elected from the Representative Board for a period of three years, immediately after the Representative Board elections and can be extended twice.

8.10. The Executive Group must comprise a vice president and a treasure and may include 2 more members, nominated by the President.

#### **9. Article 9 - Board and Executive Duties & Representation**

9.1. The Representative Board shall be entrusted with the Network's administration including the administration of the Network's funds and other properties, whereby the Executive Group, more in particular, shall be entrusted with:

9.1.1. the daily routine;

- 9.1.2. the affairs delegated to it by the Representative Board;
- 9.1.3. the affairs falling within the scope of the budget authorized by the Representative Board respectively suiting the budget;
- 9.2. Judicially and extra-judicially the Network shall only be represented by the Executive Group acting jointly or by the President, with the exception of the situation in article 9.5;
- 9.3. The Representative Board's resolutions shall be adopted with an absolute majority of votes;
- 9.4. The Representative Board may appoint an official with the title Executive Director who shall primarily be entrusted with the managing of the offices of the Network and furthermore with the performance of duties assigned to him/her by the Executive Group.
- 9.5. The Executive Director operates within the organizational and financial limitations as annually set out by the Executive Group. If in a year these limitations are not set by the Executive Group, the limitations of the preceding year will remain in force.
- 9.6. The Executive Director shall report to the Executive Group and account for his/her management
- 9.7. The Executive Director is authorized to attend the Executive Group and Representative Board to speak and give advice at these meetings.
- 9.8. Towards this Executive Director the Executive Group and Representative Board shall be represented legally by the President.

#### **10. Article 10 - Annual Reports & Annual Accounts**

- 10.1. The Network's financial year shall be from the first of January up to and including the thirty-first day of December;
- 10.2. The Executive Group shall be obliged to keep account of the Network's rights and obligations which may be derived from the records at all times;
- 10.3. Within six months from the end of the Network's financial year the Executive Group shall endorse its annual report, balance sheet and a profit-and-loss statement and give account of the administration performed in the preceding financial year to the Representative Board for approval.

#### **11. Article 11 - Members' Meetings**

- 11.1. If and as often as the Representative Board thinks necessary, however, on a biannual basis at least, the organization shall hold a members' meeting.
- 11.2. Resolutions may be adopted with an absolute majority of votes unless stipulated otherwise by the law or the articles of Network.
- 11.3. All members shall be entitled to attend the meeting, to address the meeting, and to present proposals.
- 11.4. Founding and associate members shall be entitled to shall have the right to vote.
- 11.5. A founding or associate member, that cannot attend the Member's Meeting, may appoint another member with such rights to vote on that members' behalf. Such a mandate must be presented in writing to the Executive Director up to one hour before the Members' Meeting starts. No member attending the meeting may vote on behalf of more than three (3) members not being present.

#### **12. Article 12 - Convocation of the Members' Meetings**

- 12.1. The Representative Board shall convene the Members' Meetings.
- 12.2. The convocation shall take place in writing to the address registered in the membership list mentioned in article 4. The term of convocation shall be at least 6 weeks before the meeting;
- 12.3. The quorum of the Members' Meetings is determined by the signing of the attendance list, which is available during the whole event during which the Members' Meeting is organized.
- 12.4. Once an attendant of the meeting has signed the attendance list his/her presence is established and the signer is considered to be present throughout the whole event; unless the signer in leaving the meeting has expressly noted in writing on the attendance list the moment of his/her departure. The leaving signer may delegate another attendant to vote on his/her behalf.

**13. Article 13 - Membership Agreements**

- 13.1. On behalf of the members the Network may stipulate rights.
- 13.2. On behalf of the members the Network may undertake obligations.
- 13.3. For the undertaking of such obligations the Executive Board's prior consent shall be required.

**14. Article 14 - Amendment to the Articles of Network**

- 14.1. A resolution with regard to the amendment of the articles of Network may only be adopted with a majority of two thirds (2/3) of the votes cast at a meeting, at which at least half of the members entitled to vote shall be present.
- 14.2. If the required quorum is not present at a meeting a resolution with regard to the amendment of the articles of the Network may be adopted at the next meeting, irrespective of the number of members entitled to vote being present, provided that the possibility to do so will have been pointed out in the notice issued by the President.
- 14.3. The resolution must be adopted with a majority of two thirds (2/3) of the votes cast.

**15. Article 15 - Liquidation**

- 15.1. A resolution with regard to the liquidation of the Network may only be adopted by the Representative Board to the stipulations in article 14, sections 1 and 2.
- 15.2. The Credit balance after the settlement shall fall to those being members at the time of the resolution as to the liquidation. Each of them shall receive an equal part. However, when adopting the resolution as to the liquidation the credit balance may be put to another use.
- 15.3. The most members can lose is the membership fee.