

## TABLE OF CONTENTS

1.	Interpretation.....	1
2.	Objects.....	<b>Error! Bookmark not defined.</b>
3.	Powers.....	5
4.	Income.....	6
5.	Winding Up.....	7
6.	Guarantee.....	7
7.	Directors General Authority.....	7
8.	Majority and Unanimous Decisions.....	7
9.	Calling a Directors' Meeting.....	8
10.	Quorum for Directors' Meetings.....	8
11.	Casting Vote.....	8
12.	Directors' Conflicts of Interest.....	9
13.	Records of Decisions to be Kept.....	10
14.	Number of Directors.....	10
15.	Death or Bankruptcy of Sole Member Director.....	11
16.	Appointment and Removal of Alternate Directors.....	11
17.	Secretary.....	11
18.	Change of Company Name.....	11
19.	Membership.....	11
20.	Transfer of Membership.....	12
21.	Expulsion of A Member.....	12
22.	Annual General Meetings.....	13
23.	Calling a general Meeting.....	14
24.	Quorum for general Meetings.....	14
25.	Adjournment.....	15
26.	Votes of Members.....	15
27.	Poll Votes.....	16
28.	Proxies.....	16
29.	Means of Communication to be Used.....	17
30.	Rules.....	17
31.	Indemnity and Insurance.....	17

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**BIRA HOLDINGS LIMITED (the "Company")**

**(Adopted by special resolution passed on 2021)**

Interpretation, Objects and Limitation of Liability

**1. INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

**Appointor:** has the meaning given in article 15(1);

**Articles:** means the Company's articles of association for the time being in force;

**Associate Members:** Members of the Company designated as Associate Members under the Rules

**bankruptcy:** includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

**Board of Management:** shall have the meaning set out in the Rules;

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

**Chief Executive Officer:** an officer of the Company as defined in the Rules.

**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 director of the Company and includes any person occupying the position of director, by whatever name called;

**document:** includes, unless otherwise specified, any document sent or supplied in electronic form;

**electronic form:** has the meaning given in section 1168 of the Act;

**Eligible Director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 11, any director whose vote is not to be counted in respect of the particular matter);

**Full Members:** Members of the Company designated as Full Members under the Rules.

**Interested Director:** has the meaning given in *article 12.1*;

**Member:** means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly and Membership can be divided up into different classes of Member, including (without limitation Full Members, Associate Members and Retired Members) c;

**Model Articles:** means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 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;

**ordinary resolution:** has the meaning given in section 282 of the Act;

**participate:** in relation to a director's meeting, has the meaning given in Model Article 10;

**President:** shall have the meaning set out in the Rules

**proxy notice:** has the meaning given in Model Article 31;

**Rules:** the rules of the Company as prescribed by the directors pursuant to Article 30;

**secretary:** means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

**special resolution:** has the meaning given in section 283 of the Act;

**subsidiary:** has the meaning given in section 1159 of the Act;

**writing:** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
- 1.8.1 1 (Defined terms);
  - 1.8.2 3 (Directors' general authority)
  - 1.8.3 2 (Liability of Members);
  - 1.8.4 8 (Unanimous decisions);
  - 1.8.5 9(1) (Calling a directors' meeting);
  - 1.8.6 11(2) and (3) (Quorum for directors' meeting);
  - 1.8.7 13 (Casting vote);
  - 1.8.8 14 (1), (2), (3) and (4) (Conflicts of interest);
  - 1.8.9 21 (Applications for membership);
  - 1.8.10 22 (Termination of membership);
  - 1.8.11 24 – 30 (General meetings)
  - 1.8.12 30(2) (Poll votes);
  - 1.8.13 31(1)(d) (Content of proxy notices);
  - 1.8.14 35 (Company seals);
  - 1.8.15 38 (Indemnity);
  - 1.8.16 39 (Insurance).

- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:
- 1.10.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
- 1.10.2 the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.11 Model Article 20 shall be amended by the insertion of the words "and the secretary" before the words "properly incur".

## **2. OBJECTS**

- 2.1 The objects for which the Company is established are:
- 2.1.1 To carry on the business of a trade association to promote the interests of retailers and dealers and to carry on any other trade or business directly or through subsidiary companies which can in the opinion of the organisation be advantageously carried on by the Organisation in connection with or ancillary to any of the foregoing.
- 2.1.2 To support the interests of wholesalers, suppliers and distributors where they can advantageously contribute to the interests of the Organisation.
- 2.1.3 To represent its Members individually and collectively.
- 2.1.4 To develop and maintain friendly relations between its Members and those with whom they have business relations.
- 2.1.5 To protect Members where practical when their interests are threatened.
- 2.1.6 To facilitate support and co-operation where demands are made on Members by third parties.
- 2.1.7 To promote the formation of branches and specialist divisions of the Company upon such terms and conditions as may be determined by the directors.
- 2.1.8 To promote and negotiate joint ventures or other co-operative arrangements with third parties for the benefit of Members of the Company and to acquire shareholdings or other interests in third parties or participate in the management of third parties with a view to making profit for the Company and its Members.
- 2.1.9 To co-operate, amalgamate or affiliate with or subscribe to any organisation on terms and conditions agreed by the Company.

- 2.1.10 To secure as far as is reasonably practical fair and equitable treatment for Members from government and commercial departments and organisations.
- 2.1.11 To examine and respond to all legislative proposals relevant to Members' interests and to lobby and take all appropriate steps to support or oppose any such proposals.
- 2.1.12 To raise and maintain reserves and such other fund or funds as the Company may from time to time decide to be applied and used in carrying out the objectives of the Company.
- 2.1.13 Generally to promote the formation of and to unify and direct the activities of various branches of the Company so that action shall be correlated and shall proceed uniformly and in accordance with the general policy of the Company for the time being.

### **3. POWERS**

3.1 In pursuance of the object set out in article 2, the Company has the power to:

- 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- 3.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 3.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to

hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;

- 3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.9 provide and assist in the provision of money, materials or other help;.
- 3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.11 incorporate subsidiary companies to carry on any trade;
- 3.1.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2;and
- 3.1.13 to give to the Company's bankers such indemnities and releases on behalf of the Company as those bankers may require.

#### **4. INCOME**

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 Subject to article 5, no distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
  - 4.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
  - 4.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
  - 4.2.3 reasonable and proper rent for premises demised or let by any Member or director; or
  - 4.2.4 reasonable out-of-pocket expenses properly incurred by any director.

## **5. WINDING UP**

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall be paid or distributed to the Members designated as 'Full Members' under the Rules in the same proportions according to the rates of paid subscriptions of such Full Members in force at the time of such dissolution or winding-up.

## **6. GUARANTEE**

6.1 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 he is a Member or within one year after he ceases to be a Member, for

6.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member,

6.1.2 payment of the costs, charges and expenses of the winding up, and

6.1.3 adjustment of the rights of the contributories among themselves.

Directors

## **7. DIRECTORS GENERAL AUTHORITY**

7.1 The directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

## **8. MAJORITY AND UNANIMOUS DECISIONS**

8.1 A majority decision of the directors is taken in accordance with this article when more than 50% of the Eligible Directors indicate to each other by any means that they share a common view on a matter.

8.2 A unanimous decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

8.3 Such decisions may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

8.4 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

## **9. CALLING A DIRECTORS' MEETING**

- 9.1 Any director may call a directors' meeting by giving not less than 15 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.
- 9.2 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.
- 9.3 The Board of Management shall meet four times per year or more frequently if necessary.
- 9.4 A meeting of the members of the Board of Management for the time being at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the Board of Management generally.

## **10. QUORUM FOR DIRECTORS' MEETINGS**

- 10.1 Subject to article 10.2, the quorum for the transaction of business at a meeting of directors is any seven Eligible Directors.
- 10.2 For the purposes of any meeting (or part of a meeting) held pursuant to *article 12* to authorise a Conflict, if there are insufficient Eligible Directors in office to form a quorum other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be those Eligible Directors in office.
- 10.3 If at the appointed time for a meeting of the Board of Management a quorum is not present the meeting shall be adjourned for a minimum of seven days and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
- 10.4 If the total number of directors in office for the time being is less than two, the directors must not take any decision other than a decision:
- 10.4.1 to appoint further directors; or
- 10.4.2 to call a general meeting so as to enable the Members to appoint further directors.
- 10.5 A director may not vote as such in respect of any contract or arrangement in which he or any member of his family is interested or on any matter arising therefrom and he shall not be counted in the quorum present at the meeting at which such contract or arrangement is discussed.

## **11. CASTING VOTE**

- 11.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.

## 12. DIRECTORS' CONFLICTS OF INTEREST

- 12.1 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.
- 12.2 Any authorisation under this *article 12* shall be effective only if:
- 12.2.1 to the extent permitted by the Act the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors for consideration at a meeting under the provisions of these Articles;
  - 12.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the Interested Director; and
  - 12.2.3 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.
- 12.3 Any authorisation of a Conflict under this *article 12* may (whether at the time of giving the authorisation or subsequently):
- 12.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 12.3.2 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;
  - 12.3.3 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;
  - 12.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - 12.3.5 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
  - 12.3.6 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.

- 12.4 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.
- 12.5 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.
- 12.6 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.

12.7

- 12.8 Notwithstanding anything in these Articles or the Rules neither the Chief Executive Officer nor any of the Executive Directors are entitled to be present at a meeting of the Board of Management when it discusses:

12.8.1 The appointment or removal of the Chief Executive Officer or

12.8.2 The terms on which the Chief Executive Officer is or is to be appointed

Nor may they vote in respect of any such matters.

- 12.9 Notwithstanding anything in these Articles or the Rules none of the Executive Directors are entitled to be present at a meeting of the Board of Management when it discusses:

12.9.1 The appointment or removal of them or any of them; or

12.9.2 The terms on which they or any of them is or is to be appointed.

Nor may they vote in respect of any such matters.

### **13. RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

### **14. NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less than seven.

**15. DEATH OR BANKRUPTCY OF SOLE MEMBER DIRECTOR**

In any case where a Member dies or becomes bankrupt and the Company has no Members and no directors, the person(s) who is entitled to that Membership under *article 20.2* has the right, by notice in writing, to appoint a natural person (including the appointor himself), who is willing to act and permitted to do so, to be a director of the Company.

**16. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

16.1 Directors may not appoint alternate directors.

**17. SECRETARY**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

**18. CHANGE OF COMPANY NAME**

18.1 The name of the Company may be changed by:

18.1.1 a decision of the directors; or

18.1.2 a special resolution of the Members,

18.2 or otherwise in accordance with the Act.

***Members: Becoming and Ceasing to be a Member***

**19. MEMBERSHIP**

19.1 The Company shall admit to Membership an individual or organisation which:

19.1.1 Satisfies the criteria for Membership of the Company set out in the Rules; and

19.1.2 applies to the Company using the application process approved by the directors;

Written confirmation shall be sent to each successful applicant confirming their Membership of the Company and the details of each successful applicant shall be entered into the Register of Members.

19.2 The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so. If any such application for admission is not accepted by the directors the full amount of the first year's subscription (if any) sent with the application shall be returned or refunded to the applicant.

19.3 The directors may prescribe criteria for Membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.

19.4 The directors may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members. The criteria for each class of Member shall be set out in the Rules.

## **20. TRANSFER OF MEMBERSHIP**

20.1 The rights, privileges and obligations of every Member shall be personal to the Member and shall not (subject as herein provided) be transferable or transmissible by his own act or by operation of law.

20.2 When a Member dies (if an individual) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company), the Membership shall automatically terminate.

20.3 When a Member becomes bankrupt the Board of Management shall, in accordance with the Rules, decide if his Membership shall terminate.

20.4 A Member may withdraw from Membership of the Company by giving one month's notice to the Company in writing, such notice to expire no later than the last day of their current year's subscription. Any notice given outside of this timeframe will be invalid and the Member shall be deemed to have elected to continue as a Member during the following year, and shall be liable for the subscriptions for such year. Upon the giving of a valid notice of withdrawal any person ceasing to be a Member shall be removed from the Register of Members.

## **21. EXPULSION OF A MEMBER**

21.1 The directors may terminate the Membership of any Member without his consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:

21.1.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or

21.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or

21.1.3 has failed to pay subscription due to the Company, in accordance with the Rules, within 6 calendar months of their due date; or

21.1.4 has failed to observe the terms of these Articles and the Rules.

Following such termination, the Member shall be removed from the Register of Members.

- 21.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member.
- 21.3 A Member whose Membership is terminated under this Article
- 21.3.1 shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Company any subscription or other sum owed by him.
- 21.3.2 shall cease to have any interest in or claim upon the Company or its funds.
- 21.3.3 shall cease to use any Company membership symbol, badge or logo in any printed, painted or transmitted form.
- 21.3.4 shall immediately return all certificates and other Company insignia.
- 21.4 Any person, firm or company having been expelled from membership of the Company and desiring re-admission shall:
- 21.4.1 make formal application for Membership;
- 21.4.2 pay all sums in respect of which it may be indebted to the Company. Provided always that the directors may, if they considers it expedient to do so, grant re-admission upon such terms and conditions as they think fit.
- 21.5 Nothing hereinbefore contained shall preclude the directors from refusing to admit or to re-admit to Membership of the Organisation any person, firm or company without giving reasons for such refusal.

### ***Decision Making By Members***

#### **22. ANNUAL GENERAL MEETINGS**

- 22.1 The Company shall hold an annual general meeting in every year but no longer than 15 months after the previous annual general meeting, in addition to any other General Meetings in that year, which shall be specified as such in the notice calling it and which shall be open to all Full Members of the Company. At the Annual General Meeting, the annual report and the annual accounts shall be presented.
- 22.2 All business that is to be transacted at any Annual General Meeting, with the exception of the consideration of the annual report of the directors and of the accounts, balance sheet and auditors' report, the election of President and other officers, and the re-election of auditors, shall be deemed special and shall be expressly specified in the notice convening the meeting.

## **23. CALLING A GENERAL MEETING**

- 23.1 The Company's Chief Executive Officer or the directors may at any time convene a General Meeting, and General Meetings shall also be convened forthwith upon the receipt of a written requisition signed by at least 40 Full Members of the Company entitled to attend and vote at General Meetings of the Company stating the objects of the Extraordinary General Meeting and deposited at the registered office of the Company.
- 23.2 Where a General Meeting has been requisitioned by Full Members, it shall be held within two months from the date of the deposit of such requisition or in default may be convened by the requisitionists themselves in a manner following as closely as possible the means ordinarily followed by the Company in convening meetings. Any requisition made under this Article must state that it is so made, must be in writing, signed by or on behalf of the requisitionists, and must state the business which it is proposed to place before the meeting.
- 23.3 Not less than fourteen days' notice (exclusive of the day on which the notice is served, but inclusive of the day of the meeting) of any General Meeting shall be given in writing to all Full Members, specifying the place, day and hour of the meeting, and in the case of special business, the general nature of that business. The accidental omission to give notice of a meeting to, or the non-receipt of notices by, any such Full Member shall not invalidate the proceedings at any General Meeting.
- 23.4 Nevertheless, in cases of urgency such shorter notice as shall be approved by the Company's Chief Executive Officer or the directors may be given. Notwithstanding the foregoing a General Meeting shall, if called by shorter notice than that specified herein, be deemed to have been duly called if it is so agreed by all the Full Members attending and entitled to vote thereat.
- 23.5 The President of the Organisation shall preside as Chairman at every General Meeting of the Organisation, or in his absence the First Vice-President, the Second Vice-President or another Officer or other member of the Board of Management appointed by those present for such purpose. If all such persons are absent or unwilling to act as Chairman, the Members present shall choose one of their number to be Chairman.

## **24. QUORUM FOR GENERAL MEETINGS**

- 24.1 No business shall be transacted at any General Meeting unless a quorum of Full Members is present when the meeting proceeds to business, and save as herein otherwise provided, 12 Full Members personally present shall be a quorum, such quorum to be maintained throughout the Meeting.
- 24.2 Each director for the time being shall be entitled to attend every General Meeting of the Company and to speak thereat but no such director shall be counted in a quorum or be entitled to vote thereat unless he shall be attending the Meeting also in his capacity as a Full Member or the representative of a Full Member entitled to attend and vote thereat.

24.3 If within half-an-hour from the appointed time for the meeting a quorum is not present, the meeting, if convened upon requisition, shall be dissolved; in any other case it shall stand adjourned to the same day two weeks later at such a place and time as the Chairman of such meeting shall announce thereat and, if at the adjourned meeting a quorum is not present within half-an-hour from the time appointed for the meeting, the Full Members present shall be a quorum.

## **25. ADJOURNMENT**

25.1 The Chairman may, with the consent of any General 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 General Meeting other than the business left unfinished at the meeting from which the adjournment took place and when a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original General Meeting. Save as aforesaid it shall not be necessary to give any notice of an adjourned General Meeting or of the business to be transacted at an adjourned General Meeting.

## **26. VOTES OF MEMBERS**

26.1 Associate Members shall not be entitled to have notice of or attend or vote at any General Meetings of the Organisation.

26.2 Subject to the Act and Article 26.3, at any general meeting:

26.2.1 every Full Member who is present in person (or by proxy) shall on a show of hands have one vote; and

26.2.2 every Full Member present in person (or by proxy) shall on a poll have one vote.

26.3 No Member whose subscription is more than three calendar months overdue shall be entitled to vote at any General Meeting of the Company.

26.4 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll vote is demanded, either before or upon the declaration of the result of the show of hands, by any one or more Full Members. Unless a poll vote is so required, 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 or not carried by a particular majority, and an entry to that effect in the minute book 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, that resolution.

26.5 In the case of an equality of votes at any General Meeting, whether on a show of hands or on a poll vote, the Chairman of the meeting at which the show of hands takes place or at which the poll vote is demanded shall be entitled to a second or casting vote.

26.6 Any corporation, partnership, sole trader or other entity which is a Member of the Company may by resolution of its directors or other governing body or officers authorise such person as it thinks fit to

act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation, partnership or other entity which he represents as can be exercised by an individual Member of the Company. Any questions as to the validity of an authority appointing a representative of a Member shall be referred to the Chairman of the General Meeting whose decision shall be final and conclusive.

## **27. POLL VOTES**

- 27.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.
- 27.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article
- 27.3 If a poll vote is duly required, it shall be taken in such manner as the Chairman of the meeting shall direct, and the result of the ballot vote shall be deemed to be the resolution of the meeting at which the ballot vote was demanded. If the meeting so votes, this could include a postal poll of the whole Full Membership in accordance with Article 27.5.
- 27.4 A poll vote required on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll vote required on any other question shall be taken at such time and in such manner as the Chairman of the meeting directs. The demand for a poll vote shall not prevent the continuance of a General Meeting for the transaction of any business other than the question on which a poll has been demanded.
- 27.5 The decision to hold a poll vote of the whole of the Full Membership may be taken by a General Meeting or by the Board of Management. The Board of Management or the Chairman of the meeting shall decide upon the terms in which the question shall be submitted to Full Members, and the date by which completed ballot papers must be returned to the Organisation's Chief Executive Officer or to any independent body appointed for such purpose.

## **28. PROXIES**

- 28.1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 28.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid ,unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

## **Administrative Arrangements**

### **29. MEANS OF COMMUNICATION TO BE USED**

29.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

29.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

29.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

29.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

29.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

29.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

### **30. RULES**

The directors may establish vary or amend rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

### **31. INDEMNITY AND INSURANCE**

31.1 Subject to *article 31.2*, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

31.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

(a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and

(b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

31.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in *article 31.1.1* and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

31.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

31.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

31.4 In this article:

31.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

31.4.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

31.4.3 a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) , but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).