

The Companies Act 2006
Private Company Limited by Guarantee
Articles of Association
of
The British Educational Suppliers Association (the
"Association")
(Adopted by special resolution passed on July 11 2018)

Interpretation, objects and limitation of liability

1. **Interpretation**

1.1. In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Admission Fee: the fee payable on the admission to membership by a prospective Member set in accordance with Article 22 from time to time;

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

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

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

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 Association;

director: means a director of the Association and includes any person occupying the position of director, by whatever name called who are Members of the Executive Council;

Director General: means the Director General of the Association and any other person appointed to perform the duties of the Director General of the Association and the role of company secretary, including a joint, assistant or deputy Director General;

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;

Executive Council: means the board of directors of the Association;

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 13, any director whose vote is not to be counted in respect of the particular matter);

Interested Director: has the meaning given in article 13.1;

Member: means a person whose name is entered in the Register of Members of the Association and **Membership** shall be construed accordingly; and

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

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

Special Interest Group; a group established by the Executive Council from time to time in accordance with Rules which is not a committee of the Association and whose chair is eligible to be appointed as a director;

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

Subscription Fee: the amount payable in accordance with Article 17.4;

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 Association, except in so far as they are modified or excluded by these Articles.
- 1.8. The following Model Articles shall not apply to the Association:

- 1.8.1. 1 (Defined terms);
 - 1.8.2. 2 (Liability of Members);
 - 1.8.3. 8 (Unanimous decisions);
 - 1.8.4. 9(1) and (3) (Calling a directors' meeting);
 - 1.8.5. 11(2) and (3) (Quorum for directors' meeting);
 - 1.8.6. 13 (Casting vote);
 - 1.8.7. 14 (1), (2), (3) and (4) (Conflicts of interest);
 - 1.8.8. 17(2), (3) (Methods of appointing directors);
 - 1.8.9. 21 (Applications for membership);
 - 1.8.10. 22 (Termination of membership);
 - 1.8.11. 30(2) (Poll votes);
 - 1.8.12. 31(1)(d) (Content of proxy notices);
 - 1.8.13. 35 (Company seals);
 - 1.8.14. 38 (Indemnity);
 - 1.8.15. 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 Association'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 Director General" before the words "properly incur".

2. **Objects**

- 2.1. The objects for which the Association is established is:
- 2.1.1. to promote and safeguard the interests of its members as manufacturers, distributors or suppliers of products and services primarily used for and during the provision of education by all possible means;
 - 2.1.2. to represent its members and to promulgate the collective views and interests of its members and the aims and objects of the Association and its members by all means possible and to negotiate with and make

representations to local and central government representatives, departments and agencies and any other persons or bodies whomsoever on matters affecting the collective interests of its members;

- 2.1.3. to collaborate with and assist other persons and bodies whose objects aims or interests are in any way similar to those of the Association or by means of which the objects, aims or interests of the Association may be furthered or achieved;
- 2.1.4. to assist its members in connection with problems concerning the trade and for export and to act as arbitrator in cases of disputes between members and others;
- 2.1.5. to promote and assist the promotion of exhibitions and representation at exhibitions, trade fairs, conferences and other such events;
- 2.1.6. to institute and award scholarships, studentships, exhibitions and prizes and other aids to study and research;
- 2.1.7. to set and maintain standards in the creation, use and appreciation of the products and services defined in 2.1.1 and in other subjects related thereto;
- 2.1.8. to advance learning, knowledge and professional competence in the use and appreciation in all fields of the products and services defined in 2.1.1 by research and the publication and dissemination of knowledge in such manner for the public benefit as the Association may determine.

3. **Powers**

- 3.1. In pursuance of the objects set out in Article 2, the Association 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 Association;
 - 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 Association's property and assets;
 - 3.1.3. invest and deal with the funds of the Association 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 Association 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 Association 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. to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects;
 - 3.1.12. incorporate subsidiary companies to carry on any trade; and
 - 3.1.13. 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.
- 3.2. Subject to Article 4.2 hereof to grant pensions to employees from the funds of the Association and to pay or subscribe to funds or schemes, whether established by the Association or not, for the provision of pension and retirement benefits to or for officers and former officers, servants and former servants of the Association, their widows, children and dependants.

4. **Income**

- 4.1. The income and property of the Association from wherever derived shall be applied solely in promoting the Association's objects.
- 4.2. 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 Association of:
 - 4.2.1. reasonable and proper remuneration to any Member, officer or servant of the Association for any services rendered to the Association;
 - 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.
- 4.3. No member of the Executive Council shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of the Executive Council, provided that the provision last aforesaid shall not apply to any payment to any company or business of which a member of the Executive Council may be a member or owner, and in which such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. **Winding up**

On the winding-up or dissolution of the Association, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article 5) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Association and which shall prohibit the distribution of its or their income and property amongst its or their Members to an extent at least as great as is imposed upon the Association by virtue of these Articles. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution.

6. **Guarantee**

The liability of each Member is limited to £10 (ten pounds sterling), being the amount that each Member undertakes to contribute to the assets of the Association in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for

- 6.1.1. payment of the Association's debts and liabilities contracted before they cease 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. **Unanimous decisions**

- 7.1. A 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.
- 7.2. Such a decision 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.
- 7.3. 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.

8. **Calling a directors' meeting**

- 8.1. Any three directors or the Director General may call a directors' meeting by giving not less than five Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the Director General (if any) to give such notice.
- 8.2. Notice of a directors' meeting shall be given to each director in writing.
- 8.3. 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. **Quorum for directors' meetings**

- 9.1. Subject to Article 9.2, the quorum for the transaction of business at a meeting of directors is any five Eligible Directors.
- 9.2. For the purposes of any meeting (or part of a meeting) held pursuant to Article 13 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 9.3. If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- 9.3.1. to appoint further directors; or
- 9.3.2. to call a general meeting so as to enable the Members to appoint further directors.

10. **Casting vote**

- 10.1. 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 second and casting vote save that in the case of the elections of directors in the case of a tie the appointment shall be made in accordance with the direction of the Director General (if any).
- 10.2. Article 10.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

11. **Proceedings of the Executive Council**

- 11.1. Model Article 12 shall be amended by adding the following:

"(4) The Directors may also appoint a vice chairman who shall take the role of chairman if the chairman is unwilling or unable to do so" and inserting in Model Article 12(4) if to be renumbered 12(5) after the word "chairman" the words "or the vice chairman".

12. **Other officers**

- 12.1. The directors may appoint any person who is willing to act as the Director General 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 and the Director General shall carry out the functions also of a secretary provided under the Model Articles.

13. **Directors' conflicts of interest**

13.1. 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.

13.2. Any authorisation under this article 13 shall be effective only if:

13.2.1. to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

13.2.2. any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

13.2.3. 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.

13.3. Any authorisation of a Conflict under this article 13 may (whether at the time of giving the authorisation or subsequently):

13.3.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

13.3.2. 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;

13.3.3. 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;

13.3.4. impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

13.3.5. 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 Association) information that is confidential to a third party, he shall not be obliged to disclose that information to the Association, or to use it in relation to the Association's affairs where to do so would amount to a breach of that confidence; and

13.3.6. 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.

13.4. 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.

- 13.5. 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.
- 13.6. 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 Association 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 Association 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.
- 13.7. Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Association:
- 13.7.1. may be a party to, or otherwise interested in, any transaction or arrangement with the Association or in which the Association is otherwise (directly or indirectly) interested;
- 13.7.2. shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 13.7.3. shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 13.7.4. may act by himself or his firm in a professional capacity for the Association (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 13.7.5. may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Association is otherwise (directly or indirectly) interested; and
- 13.7.6. shall not, save as he may otherwise agree, be accountable to the Association for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

14. **Records of decisions to be kept**

- 14.1. 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.
- 14.2. Decisions made in accordance with Article 14.1 shall be passed if a simple majority of directors shall have indicated that they are in favour of the resolution.

15. **Number and eligibility of directors**

- 15.1. Unless otherwise determined by ordinary resolution, the number of directors shall be not more than twenty and not be less than eight.
- 15.2. Directors shall be appointed for terms of three years or if longer until the date of the next Annual General Meeting following the expiry of their three year term.
- 15.3. After having served three three-year terms, an individual is only eligible to stand again in an election after a two-year period of not being a director.
- 15.4. Save for any individual who shall be a Member at the date of adoption of these Articles only a director, senior employee of or partner in a Member is eligible to be appointed as a director and may only remain in office whilst they are a director or senior employee of the Member.
- 15.5. The Executive Council may from time to time appoint as a director any other person to fill a casual vacancy or as an additional director provided that each such person shall be eligible to be a director and the prescribed maximum number of directors shall not be thereby exceeded and any director so appointed shall retain their office only until the next Annual General Meeting at which time they shall, in the case of those filling casual vacancies, be available for re-election if there shall remain casual vacancies.
- 15.6. The directors eligible for appointment as directors at an Annual General Meeting shall be nominated by one or more Members notified to the Director General not less than three weeks prior to the date of the Annual General Meeting which shall include the signature of the nominee in a form approved by the Executive Council and made available on request by the Director General.
- 15.7. There shall be added to the end of Model Article 18 "(g) they cease to be a director, senior employee of or partner in a Member; (h) if a written resolution to that effect is approved in writing by all of the directors (other than the director in question): (i) at the end of the Annual General Meeting next following the date upon which their term of office expires (j) if they were appointed solely by reason of being the chair of a Special Interest Group upon their ceasing to hold such position".

16. **Change of company name**

The name of the Association may be changed by:

16.1.1.a special resolution of the Members; or

16.1.2.a unanimous decision of the directors which authority is delegated to them upon the adoption of these Articles,

and in the case of a decision of the directors the members shall be deemed to have appointed the chairman of the Council as their proxy for the purposes of voting upon such resolution at a meeting at which it is prepared but not further or otherwise.

Members: becoming and ceasing to be a Member

17. **Membership**

- 17.1. The Association may admit to Membership an organisation (whether incorporated or unincorporated) which:

- 17.1.1. applies to the Association using the application process approved by the directors;
- 17.1.2. is approved by the directors;
- 17.1.3. and which has been selling goods or services to schools within the United Kingdom during the period of not less than 2 (two) years immediately preceding the application for membership
- 17.1.4. and which signs up to the BESA Code of Practice
- 17.1.5. pays the applicable Application Fee and the Subscription Fee.

A letter shall be sent to each successful applicant confirming their Membership of the Association and the details of each successful applicant shall be entered into the Register of Members by the Director General.

- 17.2. The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.
- 17.3. The directors may prescribe criteria for Membership of the Association but shall not be obliged to accept persons fulfilling those criteria as Members.
- 17.4. All Members must pay to the Association an annual Subscription Fee to be recommended by the Executive Council from time to time payable and approved by the Association as provided in Article 22.1.
- 17.5. 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.

18. **Cessation of Membership**

- 18.1. A Member shall automatically cease to be a Member in the following circumstances:
 - 18.1.1. if at any time they resign their Membership by giving not less than 30 (thirty) days' notice in writing to the Executive Council of their desire so to do, and in such case they shall automatically cease to be a Member on the date specified in such notice, or, if no such date is specified, then on the expiration of three months after the date of such notice; and
 - 18.1.2. if they are removed from Membership by a resolution passed by not less than three-fourths of the members of the Executive Council present at a meeting of the Executive Council; and
 - 18.1.3. if a Member's Subscription Fee is unpaid 30 days after the invoice becoming due, the Member shall on the first day thereafter automatically cease to be a Member, except if the Council deems there be to be exceptional circumstances.

19. **Expulsion of Member**

- 19.1. The directors may terminate the Membership of any Member without their consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:

- 19.1.1. is guilty of conduct which has or is likely to have a serious adverse effect on the Association or bring the Association or any or all of the Members and directors into disrepute; or
- 19.1.2. has acted or has threatened to act in a manner which is contrary to the interests of the Association as a whole; or
- 19.1.3. has failed to observe the terms of these Articles and any applicable the Rules.

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

- 19.2. The notice to the Member given in accordance with Article 19.1 must give the Member the opportunity to be heard in writing or in person as to why their 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 in these circumstances.

20. **Obligation to give reasons**

Every decision of the Executive Council as to the election or non-election or termination of any organisation for Membership or associate membership shall be final and conclusive. The Executive Council shall not be required to state the reasons for any such decision.

21. **Associate Members and Launchpad Subscribers**

- 21.1. The Executive Council may make provision for the admission of organisations (which are under two years old) to the category of Launchpad Subscribers, and may prescribe and, from time to time, vary the manner in which Launchpad Subscribers are elected, removed or permitted to resign and the rights and obligations of such Launchpad Subscribers, including, in particular, the right to receive notice of and to attend at General Meetings
- 21.2. The Executive Council may also make provision for other classes of associate membership, including that for subsidiaries of parent companies which are members: provided that no associate member of any category shall be entitled to vote at General Meetings or be elected or have an officer of such associate member to be elected as a director.

22. **Admission Fee and Subscription Fee**

- 22.1. The Admission Fee and the annual Subscription Fee for Members shall be such respective sums payable in such manner as the Association at a General Meeting shall from time to time determine.
- 22.2. Any Member resigning, being removed, expelled or otherwise ceasing to be a Member shall, notwithstanding such resignation, removal, expulsion or cessation, be liable for their Subscription Fee for the whole of the then current Subscription Year and for any arrears of Subscription Fee and Application Fee that may be owing by them at the date of resignation, removal, expulsion or cessation as the case may be.

Decision making by Members

23. General Meetings

- 23.1. The Association shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Executive Council, and shall specify the meeting as such notices calling it, provided that every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.
- 23.2. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein provided ten Members present in person or by proxy shall be a quorum.
- 23.3. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
- 23.4. The Executive Council may whenever it thinks fit convene an Extraordinary General Meeting, an Extraordinary General Meeting may also be convened as provided by sections 303 to 305 of the Act. An Extraordinary General Meeting may also be called by any two Members for the purpose of appointing one or more directors if both of the following shall occur:
 - 23.4.1. there are fewer than two directors;
 - 23.4.2. the remaining director (if any) is unable or unwilling to appoint sufficient directors to make up a quorum or call a meeting to do so.
- 23.5. Twenty-one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a special resolution, and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in the manner set out in Article 27 to such persons (including the auditors) as are under these Articles or under the Act entitled to receive such notices from the Association, but with the consent of a simple majority the Members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those Members think fit.
- 23.6. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any Member entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding taken, at any meeting.
- 23.7. Any organisation which is a member of the Association may by resolution of its directors or partners or under the hand of one of its officers or partners authorise such person as it thinks fit to act as its representative at any meeting of the Association or of any class of members of the Association. It will be sufficient evidence of such authority for such a person to present the numbered voting card sent with the notice convening such a meeting to each member of the Association, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were present.

24. **Votes of members**

24.1. Subject to the Act, at any general meeting:

24.1.1. every Member (who shall have paid every admission fee and subscription fee which shall be due and payable to the Association) other than an associate member who is present in person (or by proxy) shall on a show of hands have one vote; and

24.1.2. every Member (who shall have paid every admission fee and subscription fee which shall be due and payable to the Association) other than an associate member present in person (or by proxy) shall on a poll have one vote.

24.2. In the case of an equality of votes whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.

25. **Poll votes**

25.1. 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.

25.2. 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.

26. **Proxies**

26.1. 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".

26.2. 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

27. **Means of communication to be used**

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

27.1.1. 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);

- 27.1.2. if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 27.1.3. if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 27.1.4. 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.

- 27.2. 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.

28. **Rules**

The directors may establish rules governing matters relating to Association administration that are required from time to time for the effective operation of the Association (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.

29. **Indemnity and insurance**

- 29.1. Subject to article 29.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

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

- 29.1.1.1. in the actual or purported execution and/or discharge of his duties, or in relation to them; and

- 29.1.1.2. in relation to the Association'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 Association's (or any associated company's) affairs; and

- 29.1.2. the Association 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 29.1.1 and otherwise may

take any action to enable any such relevant officer to avoid incurring such expenditure.

- 29.2. 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.
- 29.3. The directors may decide to purchase and maintain insurance, at the expense of the Association, for the benefit of any relevant officer in respect of any relevant loss.
- 29.4. In this article:
 - 29.4.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 29.4.2. 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 Association, any associated company or any pension fund or employees' share scheme of the Association or associated company; and
 - 29.4.3. a **relevant officer** means any director or other officer or former director or other officer of the Association 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 Association (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).