

THE COMPANIES ACT 2006

**PRIVATE COMPANY LIMITED BY
GUARANTEE**

**ARTICLES OF ASSOCIATION
OF
CAMPDEN BRI**

Registered Number: 00510618

(Adopted by special resolution passed on 22 November 2023)

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1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Adoption Date: means 22 November 2023;

Advisory Council: means the advisory council constituted pursuant to Article 9;

Articles: means the Company'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;

Board: means the board of the Company from time to time appointed in accordance with these Articles;

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

Chair: means the individual holding the position of chair of the Board;

Chief Executive Officer: means the individual holding the post of chief executive officer of the Company and includes the individual occupying that post by whatever name that post is called;

clear days: in relation to the period of a notice means that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect;

Company: means Campden BRI;

Company Secretary: (if any such person has been appointed by the Company) 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;

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;

Directors: means the directors of the Company from time to time appointed in accordance with these Articles (and **Director** means any one of them);

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

Executive Director: means any Director who is a full or part-time employee of any Group Company and appointed in accordance with Article 11;

Fee Paying Member or FPMs: means organisations who pay a subscription fee to any Group Company or in respect of which the right to hold Fee Paying Member status is granted through mutual recognition between professional organisations or through in-kind exchange provided that in each case Fee Paying Membership shall be deemed applicable to the relevant professional organisation or similar, and not to the underlying members of those organisations, unless expressly so determined by the Board;

Finance Director: means the individual holding the post of finance director of the Company and includes the individual occupying that post by whatever name that post is called;

FPM AGM: has the meaning given in Article 10.12;

FPM General Meeting: has the meaning given in Article 10.1.1;

FPM Qualifying Requisition: has the meaning given in Article 10.11;

FPM Simple Majority: means a simple majority of the Fee Paying Members who exercise their voting right (on the basis of each Fee Paying Member having one vote) in respect of any matter which in accordance with the terms of these Articles requires their approval;

Group Company means any holding company or subsidiary from time to time of the Company and any company which is from time to time a subsidiary of any such holding company;

Guarantor: means a person whose name is entered in the register of members of the Company and **Guarantorship** shall be construed accordingly;

Guarantor AGM: has the meaning given in Article 10.12;

Guarantor General Meeting: has the meaning given in Article 10.1.2;

Guarantor Ordinary Resolution: has the meaning given in Article 10.1.2;

Guarantor Special Resolution: has the meaning given in Article 10.1.2;

holding company has the meaning given in section 1159 of the Act;

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;

Nominations Committee: means the board committee dealing with the nomination of appointees to the Board;

Non-Executive Director: means any Director of the Company who is not an Executive Director and appointed in accordance with Article 11;

Object: means the object of the Company as set out in Article 2;

Ordinary Resolution: has the meaning given in section 282 of the Act;

Participate: in relation to a Board meeting, has the meaning given in Model Article 10;

Proxy Notice: has the meaning given in Model Article 31;

Special Resolution: has the meaning given in section 283 of the Act;

STC (Scientific and Technical Committee): means the Board committee dealing with science and technology;

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

Vice-Chair: means the individual holding the position of vice-chair of the Board; and

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 Words in the singular shall include the plural and vice versa.
- 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 and do not conflict with these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
- 1.8.1 1 (Defined terms);
 - 1.8.2 2 (Liability of Guarantors);
 - 1.8.3 3 (Directors' general authority);
 - 1.8.4 7 (Directors to take decisions collectively);
 - 1.8.5 8 (Unanimous decisions);
 - 1.8.6 9(1) and (3) (Calling a Directors' meeting);
 - 1.8.7 11(2) and (3) (Quorum for Directors' meetings);
 - 1.8.8 13 (Casting vote);
 - 1.8.9 14 (1), (2), (3) and (4) (Conflicts of interest);
 - 1.8.10 17(2) (Methods of appointing Directors);
 - 1.8.11 19 (Directors' remuneration);
 - 1.8.12 20 (Directors' expenses);
 - 1.8.13 21 (Applications for membership);
 - 1.8.14 22 (Termination of membership);
 - 1.8.15 30(2) (Poll votes);
 - 1.8.16 31(1)(d) (Content of proxy notices);
 - 1.8.17 35 (Company seals);
 - 1.8.18 38 (Indemnity); and
 - 1.8.19 39 (Insurance).
- 1.9 Where the Model Articles refer to "members" (or a "member") of the Company, for the purposes of these Articles such reference shall be deemed to be a reference to Guarantors (or a Guarantor, as applicable).

- 1.10 The only persons who are “members” of the Company for the purposes of the Act, these Articles and the Model Articles are the Guarantors and this Article shall have overriding effect against all other provisions of these Articles and the Model Articles.
- 1.11 The Fee Paying Members are not statutory “members” of the Company with guarantee obligations, but have rights in relation to the governance of the Company as set out in these Articles, and in particular, to the fullest extent permitted by law, no statutory resolution of Guarantors may be passed without the sanction of the Fee Paying Members as stated in Article 10.7 and the Guarantors are, to the fullest extent permitted by law, obliged to vote on statutory resolutions as directed by the Fee Paying Members, as stated in Article 10.9.

2 OBJECT

- 2.1 The object for which the Company is established is a scientific research association to promote and undertake research and other scientific or technological work and development which may lead to or facilitate an extension of any class or classes of trade, and to promote and engage, carry on advisory, consultancy and investigatory services and education of all kinds in connection with and for the development and application of technical knowledge and commercially relevant solutions for the food, drink and allied industries.

3 POWERS

- 3.1 In pursuance of the Object, the Company has the power to:
- 3.1.1 carry out any promotion, research or other scientific or technological work, whether affecting the whole of the food and drink trades or industries or merely one or more particular parts or sections of the food, drink and allied trades or industries or any of them or the business of any particular Fee Paying Member or others, and in the case of work not affecting the whole of the food and drink trades or industries, to make such arrangements as to special payment by such particular sections or Fee Paying Members or others as may be expedient;
- 3.1.2 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;
- 3.1.3 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;

- 3.1.4 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;
- 3.1.5 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;
- 3.1.6 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 Fee Paying Member;
- 3.1.7 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 Object in any way;
- 3.1.8 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;
- 3.1.9 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.10 provide and assist in the provision of money, materials or other help;
- 3.1.11 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;
- 3.1.12 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 the Object.

4 INCOME

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Object.

4.2 No distribution shall be paid or capital otherwise returned to the Guarantors 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 Guarantor, officer or servant of the Company for any services rendered to the Company;

4.2.2 any interest on money lent to the Company by any Guarantor or any Director at a reasonable and proper rate; or

4.2.3 reasonable and proper rent for premises demised or let by any Guarantor or Director.

5 WINDING UP

5.1 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 not be paid or distributed to the Guarantors (except to a Guarantor that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the Guarantors at or before the time of winding up or dissolution and, subject to any such resolution of the Guarantors, may be made by resolution of the Board at or before the time of winding up or dissolution.

6 GUARANTORS

6.1 The Directors appointed from time to time shall be the only Guarantors. A Director shall become a Guarantor on appointment to the Board.

6.2 The Company shall maintain a register of Guarantors and any person ceasing to be a Guarantor shall be removed from the Register.

6.3 Guarantorship is not transferable.

7 LIABILITY OF THE GUARANTORS

7.1 The liability of each Guarantor is limited to £5, being the amount that each Guarantor undertakes to contribute to the assets of the Company in the event of its being wound up while a Guarantor or within one year after ceasing to be a Guarantor, for

7.1.1 payment of the Company's debts and liabilities contracted before they cease to be a Guarantor,

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

7.1.3 adjustment of the rights of the contributories among themselves.

8 TERMINATION OF GUARANTORSHIP

8.1 A Guarantor shall cease to be a Guarantor if they:

8.1.1 cease to be a Director; or

8.1.2 die.

9 ADVISORY COUNCIL

9.1 There will be an Advisory Council which shall act as an interface between the Fee Paying Members and the Board. It will have Terms of Reference available to all Fee Paying Members to define clearly its responsibilities and operation. The Advisory Council shall not have the power to make any decision on behalf of the Company, nor shall it have the power to act on behalf of or to bind the Company. Nonetheless the Board shall be under an obligation to seek to maintain at all times a good working dialogue with the Advisory Council and to promote the work and operations of the Advisory Council within the context of its core objectives as stated below. Members of the Board are precluded from membership of the Advisory Council. However, the Chair (or in their absence the Vice-Chair), the Chief Executive Officer and the Chair of the STC will be entitled to attend and speak, but not vote, at Advisory Council Meetings.

9.2 The Advisory Council shall appoint its own chair and determine its own procedures, which will be available in its Terms of Reference for inspection on the Company's website, but will endeavour to number between 15 and 30 members and to ensure that at least 75% of its members represent Fee Paying Members.

9.3 The Advisory Council will be responsible for providing advice on the following matters:

9.3.1 Reviewing the delivery of the proposition i.e. the Mission and Vision of Campden BRI for Fee Paying Members, users of Campden BRI services and broader stakeholders;

9.3.2 Overviewing the range and quality of services provided by Campden BRI;

9.3.3 Appraising Campden BRI of industry developments and the future service needs of the food and drink supply chain, maintaining a close dialogue with the Scientific and Technical Committee i.e. information sharing between the respective forums;

9.3.4 Advising on initiatives to engage, educate and inform Fee Paying Members, users and stakeholders about Campden BRI so as to both maintain and build loyalty and helping Campden BRI promote itself to the wider industry;

- 9.3.5 Acting as a sounding board for Campden BRI of Fee Paying Member, user and stakeholder views on the operational capability of the organisation to service current and future needs in light of updates to the Advisory Council on business strategy and performance;
- 9.3.6 Advising Campden BRI on matters relating to the constitution of the organisation and proposed future changes;
- 9.3.7 The Advisory Council will make specific recommendations to the Campden BRI Board on matters the Advisory Council considers need specific attention; and
- 9.3.8 The Advisory Council will have the opportunity to endorse the recommendation of the Chair and the Board for Board members seeking a third term of office to be voted for at the FPM AGM.

10 GENERAL MEETINGS

Types of general meeting

- 10.1 There are two types of general meeting which must occur in order for a resolution of the Guarantors to be made validly pursuant to these Articles:
 - 10.1.1 a general meeting of the Fee Paying Members (an “**FPM General Meeting**”) which shall be convened and held in accordance with this Article 10 in order to seek the approval of the Fee Paying Members in respect of a matter put to them, by means of an FPM Simple Majority; and
 - 10.1.2 a general meeting of the Guarantors (a “**Guarantor General Meeting**”) which shall be convened and held in accordance with this Article 10 in order to seek the approval of the Guarantors in respect of a matter put to them, by means of an Ordinary Resolution (a “**Guarantor Ordinary Resolution**”) or a Special Resolution (a “**Guarantor Special Resolution**”) (or alternatively in lieu of a general meeting the Guarantors may approve a Guarantor Ordinary Resolution or a Guarantor Special Resolution by means of a written resolution).

Notice of general meetings

- 10.2 The Board may, whenever it thinks fit, convene an FPM General Meeting or a Guarantor General Meeting provided that, to the fullest extent permitted by law, no Guarantor General Meeting may take place to consider and approve any form of resolution without the prior sanction of an FPM Simple Majority obtained at an FPM General Meeting.
- 10.3 Both FPM General Meetings and Guarantor General Meetings shall be called by at least 14 clear days’ notice (which may be given electronically) and shall be held on not more than 28 clear days’ notice, such notice to be given, in the case of FPM General Meetings,

in accordance with any prescribed terms on which Fee Paying Members pay their subscriptions from time to time and, in the case of Guarantor General Meetings, to each Guarantor by any means permitted by the Act. The Board shall determine the process by which Fee Paying Members are asked to give their approval to any resolution pursuant to Articles 10.7 and 10.10 (subject as stated therein).

10.4 The notice must in each case specify:

10.4.1 the time, date and place of the relevant general meeting; and

10.4.2 the particulars of the business to be considered at the relevant general meeting.

Quorum for general meetings

10.5 The quorum for any FPM General Meeting shall be ten Fee Paying Members present in person and/or by proxy. Each Fee Paying Member shall have one vote in respect of each matter which is put to them for their approval.

10.6 The quorum for any Guarantor General Meeting shall be two. Each Guarantor shall have one vote in respect of each matter which is put to them for their approval.

Approval of Fee Paying Members

10.7 To the fullest extent permitted by law, no Guarantor Ordinary Resolution and no Guarantor Special Resolution required under the Act or these Articles shall be effective unless an FPM Simple Majority has given its prior approval to the subject matter of that resolution. Such approval must be obtained before such Guarantor Ordinary Resolution or Guarantor Special Resolution is put to the Guarantors for approval.

10.8 Once any matter has been approved by FPM Simple Majority, the Guarantors shall be obliged to convene a Guarantor General Meeting or to pass a written resolution within no more than 20 Business Days from the date the relevant FPM Simple Majority is given in order to give formal effect thereto.

10.9 To the fullest extent permitted by law, the Guarantors shall vote on all Ordinary Resolutions and Special Resolutions in such a way as to give effect to the directions of the Fee Paying Members.

Fee Paying Member right to requisition

10.10 Without prejudice to Article 10.3, within 20 Business Days of receipt by the Board of an FPM Qualifying Requisition, the Board shall be obliged to call a meeting of Fee Paying Members, to be held within no more than a further 20 Business Days of the notice date, to consider and, if thought fit, to approve any matter which would require a formal

resolution of the Guarantors (in their capacity as such and not as Directors) under the Act or the Articles.

- 10.11 If such matter is approved by FPM Simple Majority, the Guarantors shall be obliged to convene a general meeting or to pass a written resolution within no more than 28 Business Days from the date the relevant FPM Simple Majority is given in order to give formal effect thereto, to the fullest extent permitted by law. An **"FPM Qualifying Requisition"** means a resolution of the Fee Paying Members, which must be in writing, signed (whether on one or multiple copies) by or on behalf of no less than 25 Fee Paying Members and must state the text of an Ordinary Resolution or Special Resolution that may properly be moved at a general meeting and which would not if passed be ineffective for any reason (including without limitation as an unlawful fetter on the statutory powers of the Company), be defamatory of any person, or be frivolous or vexatious.

Annual general meetings

- 10.12 The Board shall convene annual general meetings of the Fee Paying Members and of the Guarantors not later than nine (9) months from the accounting year end of the Company which shall be the **"FPM AGM"** and the **"Guarantor AGM"** respectively. The retirement of any Non-Executive Director who is required by the Articles to retire at a Guarantor AGM shall take effect on the conclusion of the Guarantor AGM. The provisions of Articles 10.7 to 10.9 shall apply to annual general meetings as much as to any other general meeting.

11 APPOINTMENT AND RESIGNATION OF DIRECTORS

- 11.1 The number of Directors shall not be more than eight (8), comprising:
- 11.1.1 no more than three (3) Executive Directors (including the Chief Executive Officer, the Finance Director and any other person eligible to be an Executive Director on the joint recommendation of the Chief Executive Officer and the Chair); and
 - 11.1.2 no more than five (5) Non-Executive Directors, being:
 - (a) the Chair;
 - (b) the Vice-Chair; and
 - (c) three independent Non-Executive Directors who hold no other offices or who have no other roles within the Company on the recommendation of, or with the support of, the Chair, it being acknowledged that the independence of a Non-Executive Director shall not be prejudiced or called into question as a result solely of

that person representing or being a member or employee of, or shareholder in, a Fee Paying Member.

- 11.2 The Non-Executive Directors shall be appointed by the Board on the basis of relevant skills, knowledge, ability and experience.
- 11.3 A Director may not appoint an alternate director or anyone to act on their behalf at Board meetings.
- 11.4 An Executive Director shall retire as a Director of the Company immediately on ceasing to be an employee of the Company.
- 11.5 When a person is appointed as a Director by resolution of the Board, that person shall have full rights as a Director from such appointment but their appointment must be ratified at the first Guarantor AGM following their appointment (which may be the day of their appointment), and so also approved by Fee Paying Members pursuant to Article 10.3. If such appointment is not ratified the Director shall resign with effect from the conclusion of the relevant Guarantor AGM.

12 RETIREMENT OF THE BOARD

- 12.1 At every Guarantor AGM one-third, or, if their number is not divisible by three, the number nearest to one-third, of the Non-Executive Directors (save for the Chair) shall retire by rotation pursuant to Article 12.2, but may, subject to Article 12.3, be eligible for reappointment by the Board.
- 12.2 Save as provided in Article 12.4, the Non-Executive Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. As between persons who were appointed or last reappointed on the same day, those to retire shall (unless they agree otherwise among themselves) be determined by drawing lots.
- 12.3 No Non-Executive Director shall serve for more than nine (9) consecutive years from the Adoption Date. If after a Non-Executive Director has served two three-year terms of office, such Non-Executive Director shall only be reappointed for a third three-year term at the relevant Guarantor AGM on the specific recommendation of the Board and the Chair who shall consider whether it would be in the best interests of the Company for a particular Non-Executive Director to continue to serve a further term of office. Such Non-Executive Director's reappointment shall be undertaken in accordance with the Articles and the view of the Advisory Council obtained pursuant to Article 9.3.8 shall be communicated to the Fee Paying Members as part of the process of obtaining an FPM Simple Majority pursuant to Article 10.7.
- 12.4 The Board of Directors shall appoint one of their number as Chair who shall serve a term of four years in that office, although that term may be renewed for a further term of four

years, subject to the approval of the Board and the Guarantors given by Ordinary Resolution (and no Chair shall serve for more than eight (8) consecutive years). The Chair shall not retire by rotation during their term of office.

- 12.5 The Directors may also appoint one of their number as Vice-Chair and may determine the length of term for which the Vice-Chair is to serve in that office, although that term may be renewed or extended. The status of Vice-Chair shall not affect the application of the provisions of these Articles as to term of office and rotation to the holder of such office.

13 POWERS OF BOARD

- 13.1 Subject to the provisions of the Act, the Articles and any Special Resolution, the Board shall be responsible for the governance of the Company's business in accordance with the Object and may exercise all the powers of the Company for that purpose.
- 13.2 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Board.
- 13.3 A meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.

14 POLL VOTES

- 14.1 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.
- 14.2 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.

15 PROXIES

- 15.1 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".
- 15.2 Model Article 32(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 Board, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

16 DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 16.1 In addition to the provisions of article 18 of the Model Articles:

16.1.1 the office of a Director shall also be vacated:

- (a) in respect of an Executive Director, if the Nominations Committee, having considered the matter at the request of the Chair, so recommends, and if the Non-Executive Directors shall by simple majority so determine; and
- (b) in respect of any other Directors, at any time by the Board on the recommendation of the Chair (or, in the case of the Chair, on the recommendation of the Vice Chair); and

16.1.2 the office of a Non-Executive Director shall also be vacated if a Board Non-Executive Director:

- (a) is removed by Ordinary Resolution of the Company pursuant to the Act;
- (b) ceases to be a Non-Executive Director by virtue of any provision in the Act or is prohibited by law from being a Director;
- (c) has a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- (d) in the written opinion of a registered medical practitioner who is treating the Director, has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) resigns by written notice to the Company; or
- (f) is absent from all the meetings of the Board held within a period of twelve (12) consecutive months, without the permission of the Board, and the Board resolves that their office be vacated,

and Model Article 18 shall be amended accordingly.

17 PROCEEDINGS OF THE BOARD

17.1 Subject to the provisions of the Articles, the Board may regulate their proceedings as they think fit.

17.2 Acts done by a meeting of the Board or of a committee or by a person acting as a Director shall not be invalidated by the subsequent realisation that:

17.2.1 the appointment of any such Director or person acting as a Director was defective; or

17.2.2 any or all of them were disqualified; or

17.2.3 any or all of them were not entitled to vote on the matter.

18 CALLING A BOARD MEETING

18.1 Any Director may call a meeting of the Board by giving notice of the meeting to the Directors or by authorising the Company Secretary (if any) to give such notice.

18.2 Notice of a meeting of the Board must be given on not less than 21 clear days' notice (unless shorter notice is agreed by the Board) to each Director, but need not be in writing. The notice must specify:

18.2.1 the time, date and place of the meeting;

18.2.2 the general particulars of the business to be considered at the meeting; and

18.2.3 if it is anticipated that the Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

19 PARTICIPATION IN BOARD MEETINGS

19.1 Any Director may participate in a meeting of the Board in person or by means of video conference, telephone or any suitable electronic means agreed by the Board and by which all those participating in the meeting are able to communicate with all other participants.

19.2 If all the Directors participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

20 QUORUM FOR BOARD MEETINGS

20.1 If eight Directors are appointed the quorum for Board meetings shall be six (6) Directors. If fewer than eight Directors are appointed the quorum for Board meetings shall be five (5) Directors.

20.2 At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

20.3 If the total number of Directors for the time being is less than the quorum required for decision-making by the Board, the Board shall not take any decision other than a decision to appoint further Directors.

21 CHAIRING BOARD MEETINGS

21.1 If at any meeting of the Board neither the Chair nor Vice-Chair, if any, is participating in the meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair the meeting.

22 DECISION-MAKING BY THE BOARD

- 22.1 The general rule about decision-making by the Board is that any decision of the Board must be either a majority decision at a meeting or a decision taken in accordance with Article 23.
- 22.2 Each Director has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

23 UNANIMOUS DECISIONS BY THE BOARD

- 23.1 A decision of the Board 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.
- 23.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- 23.3 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Board meeting.

24 DELEGATION BY THE BOARD

- 24.1 The Board may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising two or more Directors. The terms of reference should be approved by the Board and be reviewed not less than every three years.
- 24.2 The Board may delegate the implementation of their decisions or day-to-day management of the affairs of the Company to any person or committee.
- 24.3 The terms of reference of any committee may include conditions imposed by the Board, including that no expenditure or liability may be incurred on behalf of the Company except where approved by the Board or in accordance with a budget previously agreed by the Board.
- 24.4 Persons who are not Directors may be appointed as members of a committee, subject to the approval of the Board.
- 24.5 Every person or committee shall act in accordance with the terms of reference on which powers or functions are delegated to them or it and, subject to that, a person or committee shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Board.
- 24.6 The terms of any delegation to a committee shall be recorded.

- 24.7 The Board of Directors may revoke or alter a delegation.
- 24.8 All acts and proceedings of any person or committee shall be appropriately and promptly reported to the Board.

25 BOARD EXPENSES AND REMUNERATION

- 25.1 Directors may undertake any services for the Company that the Board decides.
- 25.2 Subject to the provisions of Article 4, Directors are entitled to such remuneration as the Board determines for their services to the Company as Directors, and for any other service which they undertake for the Company.
- 25.3 Subject to these Articles, a Director's remuneration may:
- 25.3.1 take any form, and
 - 25.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

26 DIRECTORS' CONFLICTS OF INTEREST

- 26.1 The Board 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 breaching their duty to avoid conflicts of interest under section 175 of the Act.
- 26.2 Any authorisation under this Article 26 shall be effective only if:
- 26.2.1 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 Board under the provisions of these Articles or in such other manner as the Board may determine;
 - 26.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 26.2.3 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.
- 26.3 Any authorisation of a Conflict under this Article 26 may (whether at the time of giving the authorisation or subsequently):
- 26.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

- 26.3.2 provide that the 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;
 - 26.3.3 provide that the 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;
 - 26.3.4 impose upon the Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
 - 26.3.5 provide that, where the Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Director) information that is confidential to a third party, they 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
 - 26.3.6 permit the Director to absent themselves 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.
- 26.4 Where the Board authorises a Conflict, the Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Board in relation to the Conflict.
- 26.5 The Board may revoke or vary such authorisation at any time, but this shall not affect anything done by the Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 26.6 No Director shall be deemed to be the subject of a Conflict by virtue solely of such Director being an officer, employee or shareholder of a Fee Paying Member.
- 26.7 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 they derive 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.
- 26.8 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided they have declared the nature and extent of their 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 Company:

- 26.8.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 26.8.2 shall be an Eligible Director (for the purposes of any proposed decision of the Board or committee of Directors) in respect of such existing or proposed transaction or arrangement in which they are interested;
- 26.8.3 shall be entitled to vote at a Board meeting (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 they are interested;
- 26.8.4 may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a Director;
- 26.8.5 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 Company is otherwise (directly or indirectly) interested; and
- 26.8.6 shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (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 their duty under section 176 of the Act.

26.9 For the avoidance of doubt, the provisions of this Article 26 shall apply to any person occupying the position of director, by whatever name called.

27 RECORDS OF DECISIONS TO BE KEPT

27.1 Where decisions of the Board (or of a committee of the Directors) are taken by electronic means, such decisions shall be recorded by the Directors in permanent form.

28 COMPANY SECRETARY

28.1 The Directors may appoint any person who is willing to act as the Company 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.

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

30.1 The Board may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company, Fee Paying Member fees and subscriptions and the admission criteria for Fee Paying 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 of the Company 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 them as a relevant officer:

- (a) in the actual or purported execution and/or discharge of their 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 them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their 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 them 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 will 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 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 they are also a Director or other officer), to the extent they act in their capacity as auditor).