

ARTICLES OF ASSOCIATION
OF
RESEARCH INSTITUTE FOR DISABLED CONSUMERS

Company Limited By Guarantee
Company Registered in England and Wales – No. 2889868

Interpretation

1. In these Articles and Memorandum of Association:-

“RIDC” means RESEARCH INSTITUTE FOR DISABLED CONSUMERS.

“The Board of Trustees” means and “the Trustees” shall be the equivalent of and shall fulfil the functions of, respectively, the board and the directors of RIDC, as defined in the Act.

“the Act” means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force.

“the Articles” means the Articles of association of RIDC.

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

“executed” includes any mode of execution.

“office” means the registered office of RIDC.

“the seal” means the common seal of RIDC.

“Secretary” means the Secretary of RIDC or any other person appointed to perform the duties of the Secretary of RIDC, including a joint, assistant or deputy Secretary.

“the United Kingdom” means Great Britain and Northern Ireland.

Unless the context requires otherwise, words or expressions contained in these regulations bear the meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on RIDC.

Members

2. The subscribers to the Memorandum of Association of RIDC and such other persons as are appointed to the Board of Trustees in accordance with Articles 28 to 36 below shall be members of RIDC.
3. Membership shall not be transferrable and shall cease on death. A member shall cease to be a member:-
 - (a) on ceasing to be a member of the Board of Trustees;
 - (b) on expiry of at least seven clear days; notice given by the member to RIDC of his or her intention to withdraw; or
 - (c) if the member becomes bankrupt or makes any arrangement or composition with his or her creditors generally.

General Meetings

4. All general meetings other than annual general meetings shall be called extraordinary general meetings. The first annual general meeting shall be held within eighteen months of the incorporation of RIDC and thereafter an annual general meeting shall be held in each calendar year not more than fifteen months from the immediately preceding annual general meeting.
5. The Trustees may call general meetings and, on requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any member of RIDC may call a general meeting.

Notice of general meetings

6. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a Trustee shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed –
 - (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and

- (b) in the case of any other meeting by a majority in number of the members having the right to attend and vote being a majority together holding not less than ninety-five percent of the total voting rights at the meeting of all the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

The notice shall be given to all the members and to the auditors.

Proceedings at general meetings

- 7. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. Four persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member shall be a quorum.
- 8. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine 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.
- 9. The Chair, if any, of the Board of Trustees or, in the Chair's absence, some other Trustee nominated by the Trustees shall preside as Chair of the meeting.
- 10. The Chair may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 11. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provision of the Act, a poll may be demanded:-

- (a) by the chair; or

(b) by at least two members having the right to vote at the meeting.

and a demand by a person as proxy for a member shall be the same as a demand by the member.

12. Unless a poll is duly demanded a declaration by the chair that a resolution has 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 minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
13. The demand for a poll may, before the poll is taken, may be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
14. A poll shall be taken as the chair directs and the chair may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
15. In the case of an equality of votes, whether on the show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote the chair may have.
16. A poll demanded on the election of a chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
17. No notice may be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
18. The proceedings at any meeting or on the taking of any poll shall not be invalidated by any reason of any accidental informality or irregularity in the convening thereof or otherwise or any want or qualification in any of the persons present or voting thereat.

19. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which the member was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

Votes of members

20. On a show of hands every member present in person shall have one vote. On a poll every member present in person or by proxy shall have one vote.
21. A member must declare any personal interest, pecuniary or otherwise, in a matter in a matter which is the business of the meeting, and may not vote on the matter. A member declaring such an interest may not speak on it, except to make a statement if invited by the chair of the meeting to do so.
22. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting, at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.
23. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):-

"RESEARCH INSTITUTE FOR DISABLED CONSUMERS

I/We,
of
being a member/members of the above named Company,
hereby appoint
of
or failing him/her,
of
as my/our proxy to vote in my/our name(s) and on my/our behalf at the
annual/extraordinary general meeting of the Company to be held on,
at any adjournment thereof.

Signed on....."

24. Where it is desired to afford members an opportunity of instructing the proxy how he/she shall act the instrument appointing a proxy shall be in

the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve) –

“RESEARCH INSTITUTE FOR DISABLED CONSUMERS

I/We

of

being a member/members of the above named company,

hereby appoint

of

or failing him/her,

of

as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on

.....and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 *for *against

Resolution No 2 *for *against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he/she thinks fit or abstain from voting.

Signed on.....”

25. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may:-

- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by RIDC in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the secretary or to any Trustee;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

26. A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by RIDC at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

Board of Trustees

27. The Board of Trustees shall consist of a maximum of twelve Trustees appointed in accordance with Articles 29 to 36 below.
28. The members of RIDC may by ordinary resolution elect up to twelve Trustees who shall be subject to retirement by rotation in accordance with Article 30 below.
- a) The Chair of RIDC should be a disabled person to ensure alignment with our core mission and values.
 - b) In 'exceptional circumstances,' the RIDC board of trustees may, by order of a special resolution, appoint an experienced chair who does not meet the disability criteria. These 'exceptional circumstances' come into play only when the absence of a chair could jeopardise the organisation's stability and effectiveness. A full minute detailing the rationale must support the special resolution, and the decision should be publicly acknowledged in the annual report.
 - c) Such an interim appointment must be of limited duration and reviewed within six months, with the goal of transitioning to a disabled chairperson as soon as feasible."
 - d) The majority of the Board of Trustees should identify as disabled people or people who have lived experience of disability.
29. At the first and at every subsequent annual general meeting one third of the Trustees who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest above one third shall retire from office.
30. Subject to the provisions of the Act, the Trustees shall serve a three-year term and retire by rotation, and may serve three terms (maximum of nine years).
31. No person other than a trustee retiring by rotation shall be elected or re-elected a Trustee at any general meeting unless:-

- (a) that person is recommended by the trustees; or
 - (b) not less than fourteen nor more than thirty five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to RIDC of the intention to propose that person for election or re-election stating the particulars which would, if that person were so elected or re-elected, be required to be included in RIDC's register of Trustees together with notice executed by that person of his or her willingness to be elected or re-elected.
32. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a Trustee retiring by rotation at the meeting) who is recommended by the Trustees for election or re-election as a Trustee at the meeting or in respect of whom notice has been duly given to RIDC of the intention to propose that person at the meeting for election or re-election as a Trustee. The notice shall give the particulars which would, if that person were so elected or re-elected, be required to be included in RIDC's register of Trustees.
33. Subject to Articles 28 to 33 aforesaid, the members of RIDC may by ordinary resolution elect a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee and may also determine the rotation in which any additional Trustees are to retire.
34. The Trustees may elect a person who is willing to act to be a Trustee, either to fill a vacancy among or as an additional Trustee, provided that the appointment does not cause the number of ACR nominated or RIDC appointed Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of such Trustees. A Trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he or she shall vacate office at the conclusion thereof.
35. Subject as aforesaid, a Trustee who retires at an annual general meeting may, if willing to act, be re-elected. The Trustee, if not re-elected, shall retain office until the end of the meeting.

Disqualification and removal of Trustees

36. The office of a Trustee shall be vacated if a Trustee:-

- (a) ceases to be a Trustee by virtue of any provision of the Act or becomes prohibited by law from being a Trustee; or
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- (c) is incapable of managing their own affairs by reason of mental or physical incapacity; or
- (d) resigns office by notice to RIDC.

Powers of Trustees

37. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of RIDC shall be managed by the Trustees who may exercise all the powers of RIDC. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Trustees by these Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
38. The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of RIDC for such purposes and on such conditions as they determine.

Delegations of Trustees' powers

39. as follows

- (a) The Trustees may delegate any of their powers or the implementation of any of their resolutions to any committee.
- (b) The resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number).
- (c) The composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify.
- (d) The deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall

- be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary.
- (e) All delegations under this article shall be revocable at any time.
 - (f) The Trustees shall make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as it may from time to time think fit.
 - (g) For the avoidance of doubt the Trustees may delegate financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee provided always that no committee shall incur expenditure on behalf of RIDC except in accordance with a budget which has been approved by the Trustees.

40. The meetings and proceedings of any committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Board of Trustees so far as the same are applicable and are not superseded by any regulations made by the Board of Trustees.

Trustees Expenses

41. The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or separate meetings of the holders of debentures of RIDC or otherwise in connection with the discharge of their duties.

Proceedings of Trustees

42. Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. Two Trustees may, and the Secretary at the request of two Trustees shall, call a meeting of the Trustees. Notice of every meeting of the Board of Trustees stating the general particulars of all business to be considered at such meeting shall be sent by post to each Trustee at least seven clear days (excluding Saturdays, Sundays and Bank Holidays) before such meeting unless urgent circumstances require shorter notice but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not comprised in such general particulars. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a

meeting shall be decided by a majority of votes. In the case of an equality of votes the chair shall have a second or casting vote.

43. The quorum for the transaction of the business of the Board of Trustees shall be four.
44. The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number but if and so long as the number of Trustees is less than the number fixed as a quorum the Trustees may act for the purpose of increasing the number of Trustees to that number or of summoning a general meeting of RIDC but for no other purpose.
45. The Trustees may appoint one of their number to be the Chairperson of the Board of Trustees at their first meeting in each calendar year or to fill a casual vacancy in the chairmanship. The chair so appointed shall hold office for one year (or in the case of a casual vacancy for part of the year) until the first meeting of the Trustees in the next following calendar year and shall be eligible for reappointment for one or more terms. The chair so appointed, unless unwilling to do so, shall preside at every meeting of Trustees at which he or she is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, The Trustees present may appoint one of their number to be chair of the meeting.
46. All acts done by a meeting of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
47. A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees shall be as valid and effectual as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held and may consist of several documents in the like form each signed by one or more Trustees.

Secretary

48. Subject to the provisions of the Act and to Clause 5 of the Memorandum of Association of RIDC, the Secretary shall be appointed by the Trustees

for such term and at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

Regulations

49. The Board of Trustees shall have power from time to time to make repeal or alter regulations as to the management of RIDC and the affairs thereof as to the duties of any officers or servants of RIDC and as to the conduct of business by the Board of Trustees and any committee and as to any of the matters or things within the powers or under the control of the Board of Trustees provided that the same shall not be inconsistent with the Memorandum of Association or these Articles.

Minutes

50. The Trustees shall cause minutes to be made in books kept for the purpose:-

- (a) of all appointments of officers made by the Trustees; and
- (b) of all proceedings at meetings of RIDC and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, if challenged by any member or Trustee of RIDC, be sufficient evidence of the proceedings.

The Seal

51. The seal shall only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

Accounts

52. RIDC may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of RIDC may be inspected by the members but subject thereto the statutory books and accounting records shall be open to inspection by the members during usual business hours.

Notices

53. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.
54. RIDC may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that address, but otherwise no such member shall be entitled to receive any notice from RIDC.
55. A member present, either in person or by proxy, at any meeting of RIDC, shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
56. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

Indemnity

57. Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or auditor of RIDC shall be indemnified out of the assets of RIDC against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability from negligence, default, breach of duty or breach of trust in relation to the affairs of RIDC, and against all costs, charges, losses, expenses or liabilities incurred by him or her in, or in relation to, the execution and discharge of his or her duties.

Winding-up

58. The provisions of clauses 7 and 8 of the Memorandum of Association relating to the winding-up or dissolution of the company shall have effect and be observed as if the same were repeated in these Articles.

September 2023