
THE COMPANIES ACT 2006

CHRISTIAN LEGAL CENTRE LIMITED

Company number 06387800

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION

OF
CHRISTIAN LEGAL CENTRE LIMITED
(the "Company")
Company number 06387800

(Adopted by special resolution passed on 19 February 2021)

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Appointor: has the meaning given in article 26.1;

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;

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

chairman: has the meaning given in article 16;

chairman of the meeting has the meaning given in article 34;

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

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

doctrinal statement: the doctrinal statement of fundamental truths of the Christian faith as revealed in the holy Bible, adopted by the Company;

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

Interested Director: has the meaning given in article 18.1;

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

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

proxy notice: has the meaning given in Article 31;

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

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

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

- 1.2 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.3 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.
- 1.4 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.

2. Change of company name

- 2.1 The name of the Company may be changed by:
 - 2.1.1 a decision of the directors; or
 - 2.1.2 a special resolution of the Members; or
 - 2.1.3 otherwise in accordance with the Act.

PURPOSES

3. Objects

The objects for which the Company is established are to relieve poverty and financial hardship by providing persons in need with legal advice, aid, assistance, representation, advocacy and related legal services in any dispute or claim or other concern including proceedings in a court of law or tribunal having jurisdiction in England and Wales which those persons could not otherwise obtain through lack of means, having regard especially for those areas of the law which are concerned as to the beginning of life, the end of life, marital status, issues of gender and sexuality, education, freedom of speech and expression, freedom in faith and religious belief.

4. Powers

- 4.1 In pursuance of the objects set out in article 3, the Company has the power to:
- 4.1.1 apply to any relevant approved regulator (as defined in Section 20 Legal Services Act 2007) for authorisation or licence to undertake reserved legal activities;
 - 4.1.2 employ or engage employees, workers, consultants, volunteers and advisers and to remunerate them and to provide training;
 - 4.1.3 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;
 - 4.1.4 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;
 - 4.1.5 receive (or to reject or decline without reason) gifts, donations, and legacies;
 - 4.1.6 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;
 - 4.1.7 lend and advance money or give credit on such terms as may seem expedient and with or without security to clients and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds;
 - 4.1.8 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law and regulation, governance, politics and/or other issues 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;
 - 4.1.9 take out policies of insurance to cover any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal, to protect and cover Members, directors and other officers, employees, workers, consultants, volunteers and advisers from liability of any sort;
 - 4.1.10 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;
 - 4.1.11 provide and assist in the provision of money, materials or other help;
 - 4.1.12 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; and
 - 4.1.13 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 3.

5. Income

- 5.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.

5.2 No distribution shall be paid to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

5.2.1 reasonable and proper remuneration to any Member, director or other officer or servant of the Company for any services rendered to the Company;

5.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;

5.2.3 reasonable and proper rent for premises demised or let by any Member or director; or

5.2.4 out-of-pocket expenses properly incurred by any director or other officer.

6. Guarantee of Members

6.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

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

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

6.1.3 adjustment of the rights of the contributories among themselves.

DIRECTORS

Powers and Responsibilities

7. Directors' general authority

Subject to the Articles, the directors are responsible for the management of the Company's business in accordance with its objects, for which purpose they may exercise all the powers of the Company.

8. Members' reserve power

8.1 The Members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

9. Directors may delegate

9.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles—

9.1.1 to such person or committee;

9.1.2 by such means (including by power of attorney);

9.1.3 to such an extent;

- 9.1.4 in relation to such matters or territories; and
- 9.1.5 on such terms and conditions;
as they think fit.
- 9.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 9.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 10. Committees**
- 10.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- 10.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DIRECTORS

Meetings and Decision Making

- 11. Directors to take decisions collectively**
- 11.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 11.
- 11.2 If—
 - 11.2.1 the Company only has one director, and
 - 11.2.2 no provision of the Articles requires it to have more than one director,the general rule does not apply, and the director may take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.
- 12. Unanimous decisions**
- 12.1 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.
- 12.2 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.
- 12.3 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.

13. Calling a directors' meeting

- 13.1 Any director may call a directors' meeting by giving reasonable notice of the meeting to the directors.
- 13.2 Subject to article 13.3, notice of a directors' meeting need not be given to each director in writing.
- 13.3 A director who is absent from the UK shall be entitled to receive written notice of the directors' meeting and the notice shall be of not less than 48 hours except in the case of urgent business when the notice need not be in writing but shall as far as practicable be of not less than 3 hours.
- 13.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

14. Participation in directors' meetings

- 14.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
 - 14.1.1 the meeting has been called and takes place in accordance with the Articles, and
 - 14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 14.3 If all the directors participating in a meeting are not in the same location, they may decide that the meeting is to be treated as taking place wherever any of them is located.

15. Quorum for directors' meetings

- 15.1 Subject to article 15.2, the quorum for the transaction of business at a meeting of directors is any two Eligible Directors.
- 15.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 18 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.
- 15.3 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:
 - 15.3.1 to appoint further directors; or
 - 15.3.2 to call a general meeting so as to enable the Members to appoint further directors.

16. Chairing of directors' meetings

- 16.1 The directors may appoint a director to chair their meetings.

- 16.2 The person so appointed for the time being is known as the chairman.
- 16.3 The directors may terminate the chairman's appointment at any time.
- 16.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

17. Casting vote

- 17.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.
- 17.2 Article 17.1 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).

18. Directors' conflicts of interest

- 18.1 Subject to articles 18.2 to 18.14 inclusive, if a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested (an **Interested Director**), the Interested Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 18.2 If article 18.3 applies, Interested Director is to be counted as participating in the decision-making process for quorum and voting purposes.
- 18.3 This article 18.3 applies when—
 - 18.3.1 the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent an Interested Director from being counted as participating in the decision-making process;
 - 18.3.2 the Interested Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 18.3.3 the Interested Director's conflict of interest arises from a permitted cause.
- 18.4 For the purposes of this article 18.3, the following are permitted causes—
 - 18.4.1 a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company or any associated company; and
 - 18.4.2 arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company.
- 18.5 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any Interested Director which would, if not authorised, involve that director breaching his duty to avoid conflicts of interest under section 175 of the Act.
- 18.6 Any authorisation under article 18.5 shall be effective only if:
 - 18.6.1 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;

- 18.6.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- 18.6.3 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.
- 18.7 Any authorisation of a Conflict under this article 18 may (whether at the time of giving the authorisation or subsequently):
 - 18.7.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 18.7.2 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;
 - 18.7.3 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;
 - 18.7.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 18.7.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 18.7.6 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.
- 18.8 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.
- 18.9 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.
- 18.10 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 18.11 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 Company:

- 18.11.1 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;
- 18.11.2 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;
- 18.11.3 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;
- 18.11.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 18.11.5 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
- 18.11.6 shall not, save as he may otherwise agree, be accountable to the Company 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.
- 18.12 For the purposes of this article 18, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 18.13 Subject to article 18.14, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 18.14 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

19. Records of decisions to be kept

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

20. Directors' discretion to make further rules

Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

DIRECTORS

Appointment termination and removal

21. Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum.

22. Methods of appointing directors

22.1 Any person who is willing to act as a director, who is permitted by law to do so and who is in sympathy and agreement with the doctrinal basis of the Company, may be appointed to be a director:

22.1.1 by ordinary resolution, or

22.1.2 by a decision of the directors.

22.2 In any case where, as a result of death, the Company has no Members and no directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a director.

22.3 For the purposes of article 22.2, where 2 or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

23. Termination of director's appointment

23.1 A person ceases to be a director as soon as—

23.1.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;

23.1.2 a bankruptcy order is made against that person;

23.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

23.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

23.1.5 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

DIRECTORS

Remuneration and expenses

24. Directors' remuneration

24.1 Directors may undertake any services for the Company that the directors decide.

24.2 Directors are entitled to such remuneration as the directors determine—

24.2.1 for their services to the Company as directors, and

24.2.2 for any other service which they undertake for the Company.

24.3 Subject to the Articles, a director's remuneration may—

24.3.1 take any form, and

24.3.2 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.

24.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

24.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

25. Directors' expenses

25.1 The Company may pay any reasonable expenses which the directors (including alternate directors) properly incur in connection with their attendance at:

25.1.1 meetings of directors or committees of directors;

25.1.2 general meetings; or

25.1.3 or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company as directors or in other capacity.

DIRECTORS

Alternate directors

26. Appointment and removal of alternate directors

26.1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

26.1.1 exercise that director's powers; and

26.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the Appointor.

26.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

26.3 The notice must:

26.3.1 identify the proposed alternate; and

- 26.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

27. Rights and responsibilities of alternate directors

- 27.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the Appointor.

- 27.2 Except as the Articles specify otherwise, alternate directors are:

- 27.2.1 deemed for all purposes to be directors;

- 27.2.2 liable for their own acts and omissions;

- 27.2.3 subject to the same restrictions as their Appointors; and

- 27.2.4 not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a Member.

- 27.3 A person who is an alternate director but not a director:

- 27.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);

- 27.3.2 may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and

- 27.3.3 shall not be counted as more than one director for the purposes of article 27.3.1.

- 27.4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Director in relation to that decision) but shall, for the avoidance of doubt, count as a director in his own capacity and also for each such Appointor for the purposes of determining whether a quorum is present.

- 27.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

28. Termination of alternate directorship

- 28.1 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

- 28.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

- 28.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director;
- 28.1.3 on the death of the alternate's Appointor; or
- 28.1.4 when the alternate director's Appointor ceases to be a director for whatever reason.

Members

Becoming and ceasing to be a Member

29. Membership

- 29.1 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.
- 29.2 No person shall become a Member of the Company unless—
 - 29.2.1 that person applies to the Company using the application process approved by the directors;
 - 29.2.2 that person has completed an application for Membership in a form approved by the directors;
 - 29.2.3 that person is permitted by law to be a Member; and
 - 29.2.4 the directors have approved the application.
- 29.3 The directors may prescribe criteria for Membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.
- 29.4 The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.
- 29.5 The details of each successful applicant for Membership shall be entered into the Register of Members.

30. Termination of Membership

- 30.1 A Member may withdraw from Membership of the Company by giving 7 days' notice to the Company in writing and any person ceasing to be a Member shall be removed from the Register of Members.
- 30.2 Membership is not transferable.
- 30.3 A person's Membership terminates when that person dies or ceases to exist.
- 30.4 When a Member (if an individual) dies or becomes bankrupt or (if a company) goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company or otherwise cease to exist, the Membership shall automatically terminate.

31. Expulsion of Member

- 31.1 The directors may terminate the Membership of any Member without his consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:
- 31.1.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and/or directors into disrepute; or
 - 31.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
 - 31.1.3 has failed to observe the terms of these Articles.

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

- 31.2 The notice to the Member given pursuant to article 31.1 must give the Member the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member.

MEMBERS

Organisation of general meetings

32. Attendance and speaking

- 32.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 32.2 A person is able to exercise the right to vote at a general meeting when—
- 32.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - 32.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 32.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 32.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 32.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

33. Quorum for general meetings

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

34. Chairing general meetings

- 34.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 34.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
 - 34.2.1 the directors present, or
 - 34.2.2 (if no directors are present), the meeting must appoint a director or Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 34.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

35. Attendance and speaking by directors and non-members

- 35.1 Directors may attend and speak at general meetings, whether or not they are Members.
- 35.2 The chairman of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

36. Adjournment

- 36.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 36.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
 - 36.2.1 the meeting consents to an adjournment, or
 - 36.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 36.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 36.4 When adjourning a general meeting, the chairman of the meeting must—
 - 36.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - 36.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 36.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days’ notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—

- 36.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and
- 36.5.2 containing the same information which such notice is required to contain.
- 36.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

MEMBERS

Decision making by Members

37. Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

38. Errors and disputes

- 38.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 38.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

39. Votes of Members

39.1 Subject to the Act, at any general meeting:

- 39.1.1 every Member who is present in person (or by proxy) shall on a show of hands have one vote; and
- 39.1.2 every Member present in person (or by proxy) shall on a poll have one vote.

40. Poll votes

40.1 A poll on a resolution may be demanded:

- 40.1.1 in advance of the general meeting where it is to be put to the vote, or
- 40.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 40.2 A poll may be demanded by—
 - 40.2.1 the chairman of the meeting;
 - 40.2.2 the directors;
 - 40.2.3 two or more persons having the right to vote on the resolution; or
 - 40.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

40.3 A demand for a poll may be withdrawn if—

40.3.1 the poll has not yet been taken, and

40.3.2 the chairman of the meeting consents to the withdrawal

and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

40.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

41. Proxies

41.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:

41.1.1 states the name and address of the Member appointing the proxy;

41.1.2 identifies the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed;

41.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and

41.1.4 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;

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.

41.2 The Company may require proxy notices to be delivered in a particular form, and may specify *different forms for different purposes*.

41.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

41.4 Unless a proxy notice indicates otherwise, it must be treated as:

41.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

41.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

42. Delivery of proxy notices

42.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

- 42.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 42.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 42.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

43. Amendments to resolutions

- 43.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
 - 43.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - 43.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 43.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
 - 43.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 43.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 43.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

ADMINISTRATIVE ARRANGEMENTS

44. Means of communication to be used

- 44.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
 - 44.1.1 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);
 - 44.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

44.1.3 if properly addressed and sent or supplied by electronic means, two hours after the document or information was sent or supplied.

44.2 For the purposes of this article:

44.2.1 no account shall be taken of any part of a day that is not a Business Day;

44.2.2 if deemed receipt would occur outside business hours in the place of receipt, it shall be deferred until business hours resume.

44.2.3 In this article **business hours** means 9.00am to 5.00pm on a Business Day in the place of receipt.

44.3 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.

45. No right to inspect accounts and other records

45.1 Except as provided by law or authorised by the directors or an ordinary resolution of The Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member

46. Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

47. Rules

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

48. Indemnity and insurance

48.1 Subject to article 48.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

48.1.1 each relevant officer may be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- 48.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 48.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 48.2 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.
- 48.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 48.4 In this article:
- 48.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 48.4.2 a **relevant officer** means any director or other officer or former director or other officer of the Company.

49. Winding up

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company and which shall prohibit the distribution of its or their income to its or their members 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.