

Managing
General Agents'

MGA

MANAGING GENERAL AGENTS' ASSOCIATION

(Registered number: 07378522)

SPECIAL RESOLUTION

Passed on 18th February 2020

Notice is hereby given that at the annual general meeting of the Association duly convened and held at The Old Library, Lloyd's of London on 18th February 2020 at 10:00am the following resolution was duly passed as a special resolution.

SPECIAL RESOLUTION

That the Articles of Association for the Association attached as Annex B are adopted as the Articles of Association for the Association in substitution for, and to the exclusion of, the Association's existing Code of Ethics.

Signed

Peter J Staddon
Managing Director, MGAA

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COMPANIES HOUSE

Company number 07378522

THE COMPANIES ACT 2006

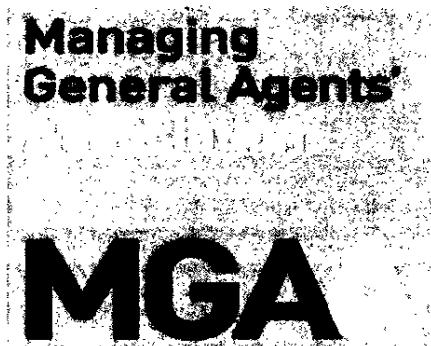
PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

Of

MANAGING GENERAL AGENTS' ASSOCIATION

(Adopted 18th February 2020)



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

Of

MANAGING GENERAL AGENTS' ASSOCIATION

(Adopted by special resolution passed on 2020)

1 Defined terms

1.1 In the Articles, unless the context requires otherwise—

“**Alternate Director**” means a person, generally another director or a person approved by the Board appointed by a Director to act in his place if he is absent from a meeting.

“**Annual General Meeting**” has the meaning given in Article 30.1;

“**Association**” means the Managing General Agent’s Association;

“**Articles**” means the Association’s articles of association;

“**Associate Members**” has the meaning given in Article 28.1

“**bankruptcy**” includes individual 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 directors of the Association;

“**British Overseas Territories**” means the territories under the jurisdiction and sovereignty of the United Kingdom;

“**Chairman**” has the meaning given in Article 15;

“**Chairman of the meeting**” has the meaning given in Article 33;

“**Chief Executive**” means such person who shall be responsible for the day to day management of the Association;

“**Code of Conduct**” means the code of conduct as adopted by the Board and as amended from time to time;

“**Companies Acts**” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Association;

“**Crown Dependencies**” means the Isle of Man, Guernsey and Jersey;

“**Director**” means a Director of the Association, and includes any person occupying the position of Director;

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

“**electronic form**” has the meaning given in section 1168 of the Companies Act 2006;

"Full Member" means a company, partnership or other entity that underwrites insurance risks, and who owes his primary duties to one or more insurance companies, Lloyd's syndicates or other providers of insurance capacity who has been admitted to membership pursuant to Article 26.1 satisfying the requirements of a full member as set by the Board in its discretion from time to time;

"Honorary Member" shall be such person, company or organisation as shall, at the discretion of the Board, be granted honorary membership of the Association;

"Individual Member" means a company, person, or other entity of only one employee, or consultant, or person who has been admitted to membership pursuant to Article 26.1 satisfying the requirements of individual member as set by the Board in its discretion from time to time;

"Market Practitioner Member" means any insurance company, Lloyd's syndicate or other provider of underwriting capacity to Full Members, or an insurance broker or other insurance intermediary that arranges, as a regular part of its ordinary business, binding authorities, open covers or like underwriting facilities on behalf of Full Members who has been admitted to membership pursuant to Article 26.1 satisfying the requirements of market practitioner member as set by the Board in its discretion from time to time;

"Membership Committee" means the Membership & Benefit Committee, which is a separate sub-committee of the Board to, inter alia, vet and approve membership applications pursuant to Article 26.1;

"Member" has the meaning given in section 112 of the Companies Act 2006;

"Members" means any person or organisation admitted to membership pursuant to Article 26.1;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"Overseas Member" means such person, firm, entity or company whose residence or domicile is based other than in the United Kingdom, the British Overseas Territories and Crown Dependencies, and who membership shall, in accordance with the requirements of the Board in its discretion, be for the general benefit of the Association and/or its members;

"participate", in relation to a Board meeting, has the meaning given in Article 13;

"proxy notice" has the meaning given in Article 39;

"special resolution" has the meaning given in section 283 of the Companies Act 2006;

"Start Up Member" means a member who has been admitted to membership pursuant to Article 26.1 satisfying the requirements of start up member as set by the Board in its discretion from time to time;

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006;

"Supplier Member" means a company, partnership or other entity who is admitted to membership pursuant to Article 26.1 satisfying the requirements of start up member as set by the Board in its discretion from time to time ; 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 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Association.

1.3 Words denoting the singular only shall include the plural, and vice versa, and words denoting a gender include every gender; and

1.4 Headings to Articles are for convenience only and shall not affect the interpretation of this Articles of Association.

1.5 The provisions of these Articles in respect of, and to the extent applicable to, *Supplier Members* shall apply *mutatis mutandis* to *Individual Members*.

2 **Objects**

2.1 The objects for which the Association is established are:

- (a) To represent and promote the interests of the managing general agents which are its Members and to promote London as the centre of the international insurance and reinsurance market;
- (b) To invite and encourage managing general agents to become *Full Members*, and others (as the case may be) to become *Market Practitioner Members*, *Start Up Members*, *Supplier Members*, *Overseas Members*, or *Individual Members* of the Association (in each case with the rights, benefits and obligations set out in these Articles of Association);
- (c) To enter into any agreement or arrangement with or on behalf of its Members which could facilitate the business of its Members or processes in the insurance or reinsurance markets;
- (d) To take such action, make such representations and enter into such consultations with the government of the United Kingdom, the authorities of the European Union in Brussels, the Financial Conduct Authority, the Prudential Regulation Authority, and any other governmental or relevant authority in connection with the management of underwriting agencies, either in conjunction with any other organisation or body or on its own behalf as shall be deemed to promote the interests of the Association or otherwise be in the best interests of its Members;
- (e) To enter into arrangements and discussions, and generally co-operate, with other like trade associations;
- (f) To bring together managing general agents to facilitate the exchange of technical information between them;

- (g) To encourage and support ethical behaviour by Members of the Association;
- (h) To charge, collect and receive contributions and subscriptions from persons whether Members or not and expend the same in furthering all or any of the objects of the Association or providing for the expenses of the Association, and to charge for and receive payment for services, events and facilities provided to Members and others;
- (i) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary or convenient for the promotion of its objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Association, and, so far as the law applicable may from time to time allow, to sell, demise, let, exchange, mortgage or dispose of any property, rights or privileges as aforesaid;
- (j) To draw, make, accept, endorse and exchange promissory notes, bills of exchange, cheques and other negotiable instruments and to give guarantees where requisite for the furtherance of the Association's objects;
- (k) To invest the moneys of the Association not immediately required in such manner as may be thought expedient;
- (l) To acquire, hold or dispose of securities or other interests in any entity, including membership of any company limited by guarantee;
- (m) To purchase and maintain insurance for the benefit of any person who is or was an officer or employee of the Association, a subsidiary of the Association or a company in which the Association has or had an interest (whether direct or indirect) or who is or was trustee of any retirement benefits scheme or any other trust in which any officer or employee or former officer or employee is or has been interested, indemnifying that person against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against;
- (n) To borrow or raise any money that may be required by the Association upon such terms as may be deemed advisable, and in particular by the issue of bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Association, or by mortgage or charge of all or any part of the property of the Association;
- (o) To do all or any of the above things in any part of the world, and either as principal, agent, trustee or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees or otherwise;
- (p) To do all such other things as the Board may determine to be incidental or conducive to the attainment of the above objects or any of them;

2.2 Provided always that nothing herein contained shall empower the Association to transact any business of insurance to which the Financial Services and Markets Act 2000 applies from time to time, or to reinsure any

risks comprised in any such business as aforesaid, or to carry out any activity relating to the establishment of rates of premium other than activity of an advisory or investigative nature.

- 2.3 Provided also that the Association shall not support with its funds any object, or endeavour to impose on or procure to be observed by its Members or others any regulation, restriction, or condition, which, if an object of the Association, would make it a trade union.

3 Liability of Members

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

- (a) payment of the Association's debts and liabilities contracted before he ceases to be a Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

- 3.2 If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property or assets of the Association whatsoever such property or assets shall be paid to or distributed among the Full Members only at the time of such winding up or dissolution.

4 Application of Funds

The income and property of the Association shall be applied solely towards the promotion of the Association's objects as set out in this document and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to members of the Association; provided that nothing herein shall prevent the payment in good faith by the Association:

- (a) of reasonable and proper remuneration to any member, officer, Director or employee of the Association for any services rendered to the Association;
- (b) of any interest on money lent by any member of the Association at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Board;
- (c) of reasonable rent for premises let, or back office or other support services provided, by any Member; and
- (d) to any member of the Board for reasonable out-of-pocket expenses.

5 The Board

- 5.1 The Board shall comprise:

- (a) A maximum of six Directors elected by the Full Members only;

- (b) Up to six Directors appointed by the Board which, in the opinion of the Board, have the relevant skill and experience to further the objects of the Association; and
 - (c) Any Chief Executive or Managing Director (howsoever named) appointed by the Board.
- 5.2 Each Director elected under Article 5.1(a) shall serve until the fourth Annual General Meeting following from their appointment, and thereafter shall stand down automatically, but shall be entitled to stand for re-election for the subsequent four year tenure, save for any directors appointed in year 2017, who will subsequently stand down in year 2022, so that re-elections do not take place more than every two years.
- 5.3 Directors appointed under Articles 5.1.(b) shall remain in office until the next following Annual General Meeting and thereafter shall stand down automatically, but may be reappointed by the Board for the subsequent one year term.
- 5.4 If a Director ceases to be a Director for any reason set out in Article 21, then such Director shall be replaced by the Board, or the Members, at the next Annual General Meeting by an election, and the replacement Director shall sit for the remaining four year tenure of the director that ceased, in accordance with this Article 5.
- 5.5 The Board may make bye-laws governing the conduct of elections to the Board.
- 5.6 The Chairman shall have the casting vote in accordance with Article 15 in any event of an equality of votes when electing a member of the Board.
- 5.7 The Board shall set joining fees (if any) for each class of membership, and annual subscription fees for each class of membership by no later than 31 August for the following accounting year. Any joining fees shall be payable on admission to membership. All annual subscriptions shall be due on 1 September each year. If a Member joins at any other time in the year, that Member shall pay a pro-rata amount of the annual subscription fee dated from the first day of the month in which that Member joins, together with the full relevant joining fee. If annual subscriptions are not received by the relevant 1 September, then the relevant Member shall not be entitled to participate in any events or general meetings of the Association until it shall have so paid the subscription, and the Board shall be entitled to cancel the membership of such Member.
- 5.8 The Board shall have the discretion to limit the number of Supplier Members, either in aggregate or by number belonging to a particular profession, trade or business sector, provided that such discretion shall be exercised reasonably and what the Board considers in its opinion to be in the best interests of the Association.
- 5.9 If there is a vacancy on the Board then the Board may appoint such person of appropriate standing as it shall see fit to fill such vacancy until the next following Annual General Meeting.
- 5.10 In addition to the appointment of directors in accordance with Article 5.1(b), the Board may appoint such other persons with relevant skills and experience as it sees fit to be observers at any board or committee meeting.

Such observer shall be entitled to receive notice of, attend and speak at any such meeting to which he is appointed, but shall not be entitled to vote.

- 5.11 The Board may at its discretion grant to anyone who has made an outstanding contribution to the Association an invitation to be an Honorary Member or honorary life vice president of the Association, such Honorary Member or life vice president shall have no right to vote at any meeting of the Association, nor will be considered an officer or Director of the Association.
- 5.12 An Honorary Member may, from time to time, be invited by the Chairman by prior written notice to attend a Board meeting.
- 5.13 The prior written notice for the Honorary Member to attend the Board meeting shall set out how the Honorary Member shall participate in the meeting, and the terms and conditions of the Honorary Member's attendance.

6 Alternate Director

- 6.1 In the event that a Director cannot attend a Board meeting, that Director may appoint an Alternate Director by prior written notice (an "Alternate Director's Notice") which:-
 - 6.1.1 states the name and address of the Director appointing the Alternate Director;
 - 6.1.2 identifies the person appointed to be that Director's Alternate Director and the Board meeting in relation to which that person is appointed;
 - 6.1.3 is signed by or on behalf of the Director appointing the Alternate Director; and
 - 6.1.4 is delivered to the Board in accordance with these Articles and any instructions contained in the notice of the Board meeting to which they relate.
- 6.2 The Association may require the Alternate Director's Notice to be delivered in a particular form, and may specify different forms for different purposes.
- 6.3 An Alternate Director's Notice shall specify how the Alternate Director is to make a decision.
- 6.4 The Alternate Director appointed may participate in any adjournment of the Board meeting to which it relates as well as the Board meeting itself providing the Board (excluding the Director making the appointment) authorises the Alternate Director to be appointed in accordance with these Articles.
- 6.5 An appointment under the Alternate Director Notice may be revoked by delivering to the Association notice in writing given by or on behalf of the person by whom or on whose behalf the Alternate Director's Notice was given, providing it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 6.6 A resolution signed by an Alternate Director need not also be signed by his appointer and, if it is signed by a Director who has appointed an Alternate Director, it need not be signed by the Alternate Director in that capacity.

7 Board's general authority

- 7.1 Subject to the Articles, the Board is responsible for the management of the Association's business, for which purpose they may exercise all the powers of the Association.

8 Members' reserve power

- 8.1 The Full Members may, by special resolution, direct the Board to take, or refrain from taking, specified action.
- 8.2 No such special resolution invalidates anything which the Board have done before the passing of the resolution.

9 Board may delegate

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

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

- 9.2 If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated.
- 9.3 The Board may revoke any delegation in whole or part, or alter its terms and conditions.
- 9.4 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.

10 Committees

- 10.1 The Board may establish and maintain sub-committees and project groups, and may delegate matters to them and may appoint non-Committee Members to such sub-committees or project groups.
- 10.2 Committees to which the Board 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.
- 10.3 The Board 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.
- 10.4 The Board shall form an ethics committee ("Ethics Committee") consisting of at least one Director. Such Ethics Committee shall be responsible for

creating, promoting and enforcing a Code of Conduct which all Members will be obliged to observe at all times. The Ethics Committee and the Board are empowered under these Articles to investigate any conduct of any Member or Members which is, or appears to them to be, in contravention of the Code of Conduct. The Board, on the recommendation of the Ethics Committee, may suspend the membership of any Member pending such investigation, and to expel the Member if they, in their reasonable opinion, consider the breach of the Code of Conduct to be of such nature that it is likely to prejudice the Association itself or any part of its membership.

11 Board to take decisions collectively

11.1 Any decision of the Board must be either:

11.1.1 a majority decision at a meeting; or

11.2 when the Directors indicate to each other by any means that they share a common view on a matter, which may be by way of a resolution in writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in writing.

12 Calling a meeting of the Board

12.1 Any Director may call a Board meeting by giving notice of the meeting to the Board or by authorising the Association secretary (if any) to give such notice, such notice to be given not later than 14 days before the date of the proposed meeting.

12.2 Notice of any Board meeting must indicate—

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that 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.

12.3 Notice of a Board meeting must be given to each Director, but need not be in writing.

12.4 Notice of a Board meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Association 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.

13 Participation in Board meetings

13.1 Subject to the Articles, Directors participate in a Board meeting, or part of a Board meeting, when—

(a) the meeting has been called and takes place in accordance with the Articles, and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

13.2 In determining whether Directors are participating in a Board meeting, it is irrelevant where any Director is or how they communicate with each other.

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

14 Quorum for Board meetings

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

14.2 The quorum for Board meetings may be fixed from time to time by a decision of the Board, but it must never be less than two.

14.3 If the total number of Directors for the time being is less than the quorum required, the Board must not take any decision other than a decision—

(a) to appoint further Directors, or

(b) to call a general meeting so as to enable the Members to appoint further Directors.

15 Chairing of Board meetings

15.1 The Board shall appoint a Director to chair its meetings at the first meeting in each financial year following the Annual General Meeting ("First Meeting") by a majority decision, or a unanimous decision where members of the Board have indicated to each other that they share a common view.

15.2 At such First Meeting the same Chairman or former Chairman may be re-elected.

15.3 The Chairman appointed from time to time shall have the responsibility of chairing general meetings as well as Board meetings.

15.4 The Board may terminate the Chairman's appointment at any time.

15.5 On the resignation or cessation of membership of a Chairman, the Board shall appoint a new Chairman.

15.6 If the Chairman is not participating in a Board meeting within ten minutes of the time at which it was to start, the participating Board must appoint one of themselves to chair it.

16 Casting vote

If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote unless the Chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

17 Conflicts of interest

17.1 If a proposed decision of the Board is concerned with an actual or proposed transaction or arrangement with the Association in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

- 17.2 If paragraph 17.3 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Association is to be counted as participating in the decision-making process for quorum and voting purposes.
- 17.3 This paragraph applies when—
- (a) the Association by ordinary resolution dis-applies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process;
 - (b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) the Director's conflict of interest arises from a permitted cause.
- 17.4 For the purposes of this Article, the following are permitted causes—
- (a) a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Association or any of its subsidiaries;
 - (b) subscription, or an agreement to subscribe, for securities of the Association or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - (c) arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Association or any of its subsidiaries which do not provide special benefits for Directors or former Directors.
- 17.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any Board meeting or part of a Board meeting.
- 17.6 Subject to Article 17.7, if a question arises at a Board meeting or of a committee of Members 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.*
- 17.7 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 Board 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.
- 18 **Records of decisions to be kept**
- 18.1 The Board must ensure that the Association keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the Board.
- 18.2 Draft minutes of all meetings of the Board shall be circulated to the members of the Board within 14 days of the relevant meeting being held.

19 Board's discretion to make further rules

- 19.1 Subject to the Articles, the Board 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.

20 Methods of appointing Board members

- 20.1 Unless such Director is appointed in accordance with Article 5.2, any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director—

- (a) by ordinary resolution, or
- (b) by a decision of the Board.

21 Termination of Director's appointment

- 21.1 A person ceases to be a Director as soon as—

- (a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Association stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
- (f) notification is received by the Association from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

22 Directors' remuneration

- 22.1 Directors may undertake such services for the Association as the Board decide.

- 22.2 Directors (other than the Chief Executive) shall not be entitled to remuneration—

- (a) for their services to the Association as Directors; and
- (b) for any other service (other than those provided at arm's length in a professional capacity) which they undertake for the Association.

- 22.3 Unless the Board decide otherwise, Directors are not accountable to the Association for any remuneration which they receive as directors or other officers or employees of any other body corporate in which they are interested.

23 Directors' expenses

23.1 The Association may pay any reasonable expenses which the Directors properly incur in connection with their attendance at

(a) meetings of the Board or other sub-committees; or

(b) general meetings or any Annual General Meeting

or otherwise wholly incurred in the furtherance of the interests of the Association.

24 Secretariat and administration

24.1 The Board may appoint a salaried Chief Executive or such other persons and/or a management association or other established body who shall be responsible for the day to day management of the Association.

24.2 The Chief Executive may, with the approval of the Chairman, be the principal representative of the Association from time to time.

24.3 The Chief Executive may delegate any of his/her powers.

24.4 The Chief Executive shall be a Director.

24.5 The Board may engage such other persons or organisations from time to time as considered necessary to assist with the administration of and furthering of the purposes, aims and objects of the Association.

25 Membership

25.1 Full membership of the Association is not open to Market Practitioner Members and Supplier Members.

25.2 All Full Members and Start Up Members must be based in the United Kingdom, the British Overseas Territories and Crown Dependencies, and such other territories as the Board may decide and which generally satisfy guidelines as set out from time to time and considered appropriate by the Board.

25.3 All Members shall be entitled to attend general meetings.

25.4 Save for a resolution to wind up or dissolve the Association where all Members are entitled to vote, only Full Members are able to vote at general meetings.

25.5 The Board shall, in its discretion, be entitled to create new categories of membership on such terms and conditions as it considers to be for the benefit of the Association provided those membership rights do not carry any voting rights.

26 Applications for membership

26.1 No person shall become a Member of the Association unless—

(a) such person fulfils such membership criteria as the Board or Membership Committee in its absolute discretion sets from time to time;

- (b) that person has completed an application for membership in a form approved by the Board or Membership Committee (or appropriate sub-committee);
 - (c) has paid all required fees and subscriptions relating to the membership;
 - (d) the Member agrees to be bound by any Code of Conduct of the Association ; and
 - (e) the Board or Membership Committee (or appropriate sub-committee) has approved the application.
- 26.2 The Board shall, in its discretion, be entitled to set such requirements and conditions, and give such guidance to such of its committees, as regards admission or proposed admission of any member to any class of membership, and as the Board, in its opinion, considers to be for the benefit and protection of the Association, or any of its Members.
- 27 Termination of membership**
- 27.1 Any Member may withdraw from membership of the Association by giving 3 calendar months' notice to the Association in writing but no refund of any membership fee or subscription shall be payable.
- 27.2 Membership is not transferable.
- 27.3 Membership terminates when the Member is dissolved or finally wound up.
- 28 Market Practitioner, Overseas Members and Supplier Members**
- 28.1 The Board or Membership Committee shall be entitled to admit Market Practitioner Members, Overseas Members and Supplier Members (collectively "**Associate Members**") to membership of the Association.
- 28.2 Associate Members shall not be entitled to vote at meetings of the Members unless it is a meeting where a resolution is being proposed to wind up or dissolve the Association.
- 28.3 Associate Members shall be entitled to receive publications and other literature prepared by the Association. Further participation in the affairs of the Association shall be at the discretion of the Board.
- 28.4 Admission and continuing membership as an Associate Member of the Association shall be at the discretion of the Board or Membership Committee.
- 29 Start Up Members**
- 29.1 The membership criteria for a Start Up Member shall be determined by the Board or Membership Committee and may be amended from time to time at their absolute discretion and as they see fit.
- 29.2 Admission as a Start Up Member and continuing membership shall be at the discretion of the Board or Membership Committee.
- 29.3 Start Up Members shall not be entitled to membership as a Start Up Member for more than 12 months from the date of admission pursuant to

clause 26.1 unless permitted by the Board or Membership Committee acting in their absolute discretion.

- 29.4 On expiry of a Start Up Member membership, the Start Up Member shall be entitled to transfer membership to Full Member, Supplier Member or Market Practitioner Member as relevant subject to paying the appropriate fee pursuant to Article 26.1(c).
- 29.5 If a Start Up Member no longer fits the membership criteria for a Start Up Member, it shall notify the Board as soon as possible and the Board or Membership Committee acting in their discretion shall determine whether the Start Up Member may transfer to another form of membership.
- 29.6 Start Up Members shall not be entitled to vote at meetings of the Members unless it is a meeting where a resolution is being proposed to wind up or dissolve the Association but shall be entitled to receive publications and other literature prepared by the Association.

30 General meetings

- 30.1 The Association shall have at least one general meeting each calendar year which shall be the "Annual General Meeting", any other meetings of the members shall be a general meeting.
- 30.2 The Full Members, acting by no fewer than 10 Full Members, may by written notice require the Board to convene a general meeting of the Association.
- 30.3 The Board may convene a general meeting in accordance with these Articles.
- 30.4 All general meetings (including Annual General Meeting) shall be called by not less than 21 days' prior notice which shall be given to the Full Members or Members as necessary by the Chairman or another Director on behalf of the Board.

31 Attendance and speaking at general meetings

- 31.1 All Members are 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.
- 31.2 A person is able to exercise the right to vote at a general meeting when—
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) 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.
- 31.3 The Board may make whatever arrangements it considers appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

- 31.4 In determining attendance at a general meeting, it is immaterial whether any two or more Full Members attending it are in the same place as each other.
- 31.5 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.
- 32 Quorum for general meetings**
- 32.1 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. The quorum shall be two Full Members.
- 33 Chairing general meetings**
- 33.1 If the Board has appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 33.2 If the Board has not appointed a Chairman, or if the Chairman is unwilling to chair the meeting, is unavailable, or is not present within ten minutes of the time at which a meeting was due to start—
- (a) the Board present, or
 - (b) (if no Directors are present), the meeting must appoint a Member to chair the meeting, and the appointment of the Chairman of the meeting must be the first business of the meeting.
- 33.3 The person chairing a meeting in accordance with this Article is referred to as the "Chairman of the meeting".
- 34 Attendance and speaking by Directors and non-Members**
- 34.1 The Chairman of the meeting may permit other persons who are not Members of the Association to attend and speak at a general meeting.
- 35 Adjournment**
- 35.1 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.
- 35.2 The Chairman of the meeting may adjourn a general meeting at which a quorum is present if—
- (a) the meeting consents to an adjournment, or
 - (b) 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.
- 35.3 The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 35.4 When adjourning a general meeting, the Chairman of the meeting must—

- (a) 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 Board, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 35.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Association 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)—
 - (a) to the same persons to whom notice of the Association's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- 35.6 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.
- 36 **Voting: general**
- 36.1 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.
- 37 **Errors and disputes**
- 37.1 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.
- 37.2 Any such objection must be referred to the Chairman of the meeting whose decision is final.
- 38 **Poll votes**
- 38.1 A poll on a resolution may be demanded—
 - (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) 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.
- 38.2 A poll may be demanded by—
 - (a) the Chairman of the meeting;
 - (b) the Board;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) 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.
- 38.3 A demand for a poll may be withdrawn if—

- (a) the poll has not yet been taken, and
 - (b) the Chairman of the meeting consents to the withdrawal.
- 38.4 Polls must be taken immediately and in such manner as the Chairman of the meeting directs.
- 39 **Content of proxy notices**
- 39.1 *Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—*
 - (a) states the name and address of the Member appointing the proxy;
 - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Board may determine; and
 - (d) is delivered to the Association in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 39.2 The Association may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 39.3 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.
- 39.4 Unless a proxy notice indicates otherwise, it must be treated as—
 - (a) 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
 - (b) 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.
- 40 **Delivery of proxy notices**
- 40.1 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 Association by or on behalf of that person.
- 40.2 An appointment under a proxy notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 40.3 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.
- 40.4 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.

41 Amendments to resolutions

- 41.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
- (a) notice of the proposed amendment is given to the Association 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
 - (b) the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- 41.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 41.3 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.

42 Means of communication to be used

- 42.1 Subject to the Articles, anything sent or supplied by or to the Association under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Association.
- 42.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 42.3 A Director may agree with the Association that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

43 No right to inspect accounts and other records

- 43.1 Except as provided by law or authorised by the Board or an ordinary resolution of the Association, no person is entitled to inspect any of the Association's accounting or other records or documents merely by virtue of being a Member.

44 Provision for employees on cessation of business

- 44.1 The Board may decide to make provision for the benefit of persons employed or formerly employed by the Association 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 Association or that subsidiary.

45 Indemnity

45.1 Subject to paragraph 45.2, a relevant Director of the Association or an associated company may be indemnified out of the Association's assets against—

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Association or an associated company,
- (b) any liability incurred by that Director in connection with the activities of the Association or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- (c) any other liability incurred by that Director as an officer of the Association or an associated company.

45.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

45.3 In this Article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant Director" means any Director or former Director of the Association or an associated company.

46 Insurance

46.1 The Board may decide to purchase and maintain insurance, at the expense of the Association, for the benefit of any relevant Director in respect of any relevant loss.

46.2 In this Article—

- (a) a "relevant Director" means any Director or former Director of the Association or an associated company,
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Association, any associated company or any pension fund or employees' share scheme of the Association or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

47 Association seals

47.1 Any common seal may only be used by the authority of the Board.

47.2 The Board may decide by what means and in what form any common seal is to be used.

47.3 Unless otherwise decided by the Board, if the Association has a common seal and it is affixed to a document, the document must also be signed by at

least one authorised person in the presence of a witness who attests the signature.

47.4 For the purposes of this article, an authorised person is—

- (a) any director of the Association;
- (b) the Association secretary (if any); or
- (c) any person authorised by the Board for the purpose of signing documents to which the common seal is applied.