

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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**Articles of Association**  
**of**  
**Tax Justice Research**

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## **The Companies Act 2006**

### **Company Limited by Guarantee and not having a Share Capital**

#### **Index to Articles of Association of Tax Justice Research**

INTERPRETATION .....	1
1. Defined terms .....	1
OBJECTS AND POWERS.....	1
2. Objects.....	1
3 Powers. ....	1
LIMITATION ON PRIVATE BENEFITS.....	3
4. Limitation on private benefits.....	3
LIMITATION OF LIABILITY AND INDEMNITY.....	5
5. Liability of members. ....	5
6. Indemnity. ....	5
<i>DIRECTOR</i> .....	5
<i>DIRECTORS' POWERS AND RESPONSIBILITIES</i> .....	5
7. Directors' general authority .....	5
8 Chair .....	6
9 Directors may delegate . ....	6
10. Committees .. ....	6
11 Delegation of day to day management powers .....	7
12 Delegation of investment management.....	7
13 Power to change name of Company .....	8
<i>DECISION-MAKING BY DIRECTORS</i> .....	8
14 Directors to take decisions collectively.....	8
15. Calling a Directors' meeting .....	8
16 Participation in Directors' meetings.....	8
17 Quorum for Directors' meetings.....	9
18. Chairing of Directors' meetings .....	9
19. Casting vote .....	9
20 Unanimous decisions without a meeting .....	9
21 Conflicts of interest .. ....	10
22 Register of Directors' interests .....	11
23. Validity of Director actions .....	11
24 Director's discretion to make further rules .....	12
<i>APPOINTMENT AND RETIREMENT OF DIRECTORS</i> .....	12
25. Number of Directors .....	12
26 Appointment of Directors and retirement of Directors by rotation .....	12
27 Disqualification and removal of Directors.....	13
PATRONS .....	13
28 Patrons .....	13
MEMBERS .....	14
<i>BECOMING AND CEASING TO BE A MEMBER</i> .....	14
29 Directors as members. ....	14
30. Termination of membership.....	14
31. Associate members .....	14
32 General meetings .. ....	14

33	Length of notice . . . . .	14
34.	Contents of notice . . . . .	14
35	Service of notice . . . . .	15
36	Attendance and speaking at general meetings . . . . .	15
37	Quorum for general meetings . . . . .	15
38	Chairing general meetings.. . . .	16
39	Attendance and speaking by patrons and non-members . . . . .	16
40	Adjournment . . . . .	16
	<i>VOTING AT GENERAL MEETINGS</i> .. . . .	16
41	Voting: general. . . . .	16
42.	Votes . . . . .	17
43.	Errors and disputes . . . . .	17
44	Poll votes . . . . .	17
45.	Content of Proxy Notices . . . . .	18
46	Delivery of Proxy Notices . . . . .	19
	<i>WRITTEN RESOLUTIONS</i> .. . . .	19
47.	Written resolutions. . . . .	19
	<i>ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS</i> . . . . .	20
48.	Communications by the Company. . . . .	20
49	Communications to the Company.. . . .	22
50	Secretary . . . . .	22
51.	Irregularities. . . . .	22
52.	Minutes... . . . .	23
53.	Records and accounts . . . . .	23
54	Exclusion of model articles . . . . .	23
	<i>WINDING UP</i> . . . . .	23
55	Winding up . . . . .	23
	<i>SCHEDULE</i> . . . . .	25
	Defined terms. . . . .	25

## **The Companies Act 2006**

### **Company Limited by Guarantee and not having a Share Capital**

#### **Articles of Association of Tax Justice Resc**

### **INTERPRETATION**

#### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles

### **OBJECTS AND POWERS**

#### **2 Objects**

The objects of the Company are:

To promote the research into and education on the ways in which tax and related regulation and legislation can be used to promote development, encourage citizenship and relieve poverty within the context of local, national and international economies and societies; and

To promote such philanthropic or benevolent purposes as the trustees think fit

#### **3. Powers**

- 3.1 The Company has the following powers, which may be exercised only in promoting the Objects to
- 3.2 hold conferences, workshops, seminars, tutorials and similar such events providing opportunity for teaching, discussion and development,
- 3.3 provide or procure counselling, advice, guidance or other support services to businesses and organisations with similar objects to its own;
- 3.4 advise, counsel and assist those in positions of authority,
- 3.5 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies,
- 3.6 publish books, magazines, booklets, leaflets, articles, compact discs, web sites and similar such materials, whether printed on paper or transmitted by other media,
- 3.7 make agreements with authors, lecturers, teachers, publishers and other relevant persons;
- 3.8 purchase, acquire and maintain interest in the copyright of or right to use written works, videos, tapes, books, compact discs, web sites or other media; and

- 3.9 promote and carry out, or assist in promoting and carrying out, research, surveys and investigations and publish the useful results thereof for the benefit of the public,
- 3 10 to raise funds including by means of taxable trading, if appropriate;
- 3 11 to borrow money and give security for loans,
- 3.12 to acquire or hire property of any kind;
- 3 13 to let or dispose of property of any kind;
- 3.14 to make grants or loans of money and to give guarantees,
- 3 15 to undertake and execute any trusts which may lawfully be undertaken by a Company and to take any gifts of real or personal property, whether subject to any special trusts or not, for any one or more of the objects of the Company;
- 3.16 to set up, administer, amalgamate with, affiliate to or co-operate with or subscribe to any other Company, association, society or body whether corporate or unincorporated in any part of the world, whose objects are or include objects similar to the objects of the Company, provide such association or body is not carrying on or proposing to carry on such works or objects for purposes of financial gain for its members,
- 3 17 to set aside funds for special purposes or as reserves against future expenditure;
- 3.18 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification),
- 3 19 to delegate the management of investments to a financial expert, but only on terms that the investment policy is set down in writing for the financial expert by the Directors,
- 3.20 every transaction is reported promptly to the Directors;
- 3 21 the performance of the investments is reviewed regularly with the Directors;
- 3.22 the Directors are entitled to cancel the delegation arrangement at any time;
- 3 23 the investment policy and the delegation arrangement are reviewed at least once a year;
- 3 24 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt, and
- 3 25 the financial expert must not do anything outside the powers of the Directors;
- 3.26 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required,
- 3.27 to insure the Directors against the costs of a successful defence to a criminal prosecution brought against them as Company Directors or against personal liability

incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

- 3 28 subject to clause 4, to employ paid or unpaid agents, staff or advisers,
- 3.29 to enter into contracts to provide services to or on behalf of other bodies;
- 3 30 to establish subsidiary companies to assist or act as agents for or to undertake taxable trading on behalf of the Company provided that all profits arising from taxable trading shall be made available for the exclusive use of the Company,
- 3 31 to pay the costs of forming the Company; and
- 3 32 to do anything else within the law which promotes or helps to promote the Objects.

## **LIMITATION ON PRIVATE BENEFITS**

### **4 Limitation on private benefits**

- 4 1 The income and property of the Company shall be applied solely towards the promotion of its objects

#### ***Permitted benefits to members, Directors and Connected Persons***

- 4.2 No part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company unless the payment is permitted by Articles 4.4 or 4.5

#### **4.3 No Director may:**

4.3 1 sell goods, services or any interest in land to the Company;

4 3.2 be employed by, or receive any remuneration from, the Company; or

4.3.3 receive any other financial benefit from the Company;

unless the payment is permitted by Articles 4 4 or 4.5 or authorised by the court.

#### **4.4 A Director may receive the following benefits from the Company:**

4.4.1 a Director or a person who is Connected with a Director may receive a benefit from the Company in his, her or its capacity as a beneficiary of the Company,

4 4.2 a Director or a person who is Connected with a Director may be reimbursed by the Company for, or may pay out of the Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Company,

4 4 3 a Director or a person who is Connected with a Director may be paid reasonable and proper remuneration by the Company for any goods or services supplied to the Company on the instructions of the Directors (excluding, in the case of a Director, the service of acting as Director and services performed under a contract of employment with the Company) provided that this provision and Article 4.5 3 may not apply to more than half of the Directors in any financial year (and for these purposes this provision shall be treated as applying to a Director if it applies to a person who is Connected with that Director);

4.4.4 a Director or a person who is Connected with a Director may receive interest at a reasonable and proper rate on money lent to the Company;

4 4 5 a Director or a person who is Connected with a Director may receive reasonable and proper rent for premises let to the Company,

4 4 6 the Company may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3 28; and

4.4.7 a Director or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 4.4, Article 21 (Conflicts of Interest) must be complied with by the relevant Director in relation to any decisions regarding the benefit.

### ***Subsidiary Companies***

4 5 A Director may receive the following benefits from any Subsidiary Company

4.5 1 a Director or a person who is Connected with a Director may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Company or of any Subsidiary Company;

4.5.2 a Director or a person who is Connected with a Director may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;

4.5 3 a Director or a person who is Connected with a Director may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Directors, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and Article 4 4 3 may not apply to more than half of the Directors in any financial year (and for these purposes this provision shall be treated as applying to a Director if it applies to a person who is Connected with that Director);

- 4.5.4 a Director or a person who is Connected with a Director may, with the prior approval of the Directors, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
- 4.5.5 a Director or a person who is Connected with a Director may, with the prior approval of the Directors, receive reasonable and proper rent for premises let to any Subsidiary Company;
- 4.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
- 4.5.7 a Director or a person who is Connected with a Director may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Director may not take part in any decision of the Directors to approve a benefit under Articles 4.5.3, 4.5.4 or 4.5.5

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **5. Liability of members**

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 or she is a member or within one year after he or she ceases to be a member, for:

- 5.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a member,
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves

### **6. Indemnity**

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts, and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts

## ***DIRECTOR***

## ***DIRECTORS' POWERS AND RESPONSIBILITIES***

### **7 Directors' general authority**

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.



## **8 Chair**

The Directors may appoint one of their number to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from that office

## **9. Directors may delegate**

9.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee

9.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee

9.3 Any delegation by the Directors may be

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories, and

9.3.4 on such terms and conditions;

as they think fit

9.4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

9.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

9.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

## **10 Committees**

10.1 In the case of delegation to committees:

10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

10.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify,

10.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee

must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;

- 10.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit, and
  - 10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.
- 10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

## **11 Delegation of day to day management powers**

In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

- 11.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;
- 11.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 11.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company

## **12 Delegation of investment management**

The Directors may delegate the management of investments to a Financial Expert or Experts provided that:

- 12.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Directors;
- 12.2 timely reports of all transactions are provided to the Directors,
- 12.3 the performance of the investments is reviewed regularly with the Directors;
- 12.4 the Directors are entitled to cancel the delegation arrangement at any time,
- 12.5 the investment policy and the delegation arrangements are reviewed regularly;
- 12.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
- 12.7 the Financial Expert or Experts must not do anything outside the powers of the Directors

**13. Power to change name of Company**

- 13.1 The Directors may change the name of the Company at any time by majority decision of the Directors at a meeting

***DECISION-MAKING BY DIRECTORS***

**14 Directors to take decisions collectively**

Subject to Article 13 any decision of the Directors must be either:

- 14.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 19), or
- 14.2 a unanimous decision taken in accordance with Article 20

**15. Calling a Directors' meeting**

- 15.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting

- 15.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either

15.2.1 all the Directors agree, or

15.2.2 urgent circumstances require shorter notice.

- 15.3 Notice of Directors' meetings must be given to each Director.

- 15.4 Every notice calling a Directors' meeting must specify

15.4.1 the place, day and time of the meeting;

15.4.2 the general nature of the business to be considered at such meeting; and

15.4.3 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.

- 15.5 Notice of Directors' meetings need not be in Writing

- 15.6 Article 48 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose

**16. Participation in Directors' meetings**

- 16.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

16.1.1 the meeting has been called and takes place in accordance with the Articles; and

- 16.1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing)
- 16 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.
- 16 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 is
- 17 **Quorum for Directors' meetings**
- 17 1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Directors, whichever is the greater.
- 17.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint further Directors.
18. **Chairing of Directors' meetings**
- The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting
- 19 **Casting vote**
- 19.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.
- 19.2 Article 19.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.
20. **Unanimous decisions without a meeting**
- 20.1 A decision is taken in accordance with this Article when all of the Directors indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter The Directors cannot rely on this Article to make a decision if one or more of the Directors has a conflict of interest or duty which, under Article 21, results in them not being entitled to vote
- 20 2 Such a decision may, but need not, take the form 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.

20.3 A decision which is made in accordance with this Article 20 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

20.3 1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors,

20.3.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors (by any means) whether the resolution has been formally approved by the Directors in accordance with this Article 20 3;

20.3 3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval, and

20 3.4 the Recipient must prepare a minute of the decision in accordance with Article 52 (minutes)

## 21. Conflicts of interest

### *Declaration of interests*

21 1 Unless Article 21.2 applies, a Director must declare the nature and extent of

21.1 1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company, and

21 1 2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company

21.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

### *Participation in decision-making*

21 3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

21 4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

21 4.1 the decision could result in the Director or any person who is Connected with him or her receiving a benefit other than.

- (a) any benefit received in his, her or its capacity as a beneficiary of the Company (as permitted under Article 4.4 1) and which is available generally to the beneficiaries of the Company;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3 28;
- (c) payment under the indemnity set out at Article 6; and
- (d) reimbursement of expenses in accordance with Article 4.4 2, or

21.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 21.5.

21 5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 21.5, he or she must:

21.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate,

21.5 2 not be counted in the quorum for that part of the process ; and

21.5 3 withdraw during the vote and have no vote on the matter.

#### ***Continuing duties to the Company***

21 6 Where a Director has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict.

21.6 1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

21.6 2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

#### **22 Register of Directors' interests**

The Directors must cause a register of Directors' interests to be kept.

#### **23. Validity of Director actions**

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director

**24. Director's 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

***APPOINTMENT AND RETIREMENT OF DIRECTORS***

**25 Number of Directors**

There shall be at least two Directors.

**26. Appointment of Directors and retirement of Directors by rotation**

- 26.1 Those persons notified to the Registrar of Companies as the first directors of the Company shall be the first Directors

***Appointment of Directors***

- 26.2 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Director by a decision of the Directors.

***Automatic retirement***

**26.3 *Either***

Each Director shall retire from office at the third Annual Retirement Meeting following the commencement of his or her term of office.

*Or*

At every Annual Retirement Meeting one third, or the number nearest to one third of the Directors, being those who have been longest in office since their last appointment or reappointment, must retire from office. Where more than one third of the Directors have served for the same period of time since their last appointment or reappointment those Directors shall agree amongst themselves which Directors shall retire, or in the event that agreement cannot be reached, the decision shall be made by lot. The retirement takes effect at the conclusion of the meeting.

- 26.4 The Annual Retirement Meeting shall be the meeting of the Directors at which the accounts of the Company are adopted.

***Maximum term***

- 26.5 Retiring Directors may be reappointed.

- 26.6 If the retirement of a Director under Article 26.3 causes the number of Directors to fall below that set out in Article 25 then the retiring Director shall remain in office until a new appointment is made.

### ***Minimum age***

- 26 7 No person may be appointed as a Director unless he or she has reached the age of 18 years

### ***General***

- 26 8 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors

### **27 Disqualification and removal of Directors**

A Director shall cease to hold office if:

- 27 1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 27.2 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 27 3 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Directors will remain in office when such resignation has taken effect),
- 27 4 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason;
- 27 5 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Directors; or
- 27.6 he or she ceases to be a member of the Company.

## **PATRONS**

### **28. Patrons**

The Directors may appoint and remove any individual(s) as patron(s) of the Company on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company and shall also have the right to receive accounts of the Company when available to members



## **MEMBERS**

### ***BECOMING AND CEASING TO BE A MEMBER***

#### **29 Directors as members**

29 1 The Directors from time to time shall be the only members of the Company

29 2 A Director shall become a member on becoming a Director. All new Directors are treated as having agreed to become members of the Company.

29 3 The names of the members of the Company must be entered in the register of members

#### **30. Termination of membership**

30 1 A member shall cease to be a member if he or she ceases to be a Director

30 2 Membership is not transferable and shall cease on death.

#### **31 Associate members**

31.1 The Directors may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Directors shall make, provided that no such associate members shall be members of the Company for the purposes of the Articles or the Companies Acts

#### **32 General meetings**

32 1 Any two Directors may (and the Secretary (if any) must at the request of a Director) call a general meeting at any time

#### **33 Length of notice**

All general meetings must be called by either

33.1 at least 14 Clear Days' notice, or

33 2 shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members

#### **34 Contents of notice**

34 1 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted.

34 2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution

- 34.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a meeting of the Company
35. **Service of notice**
- Notice of general meetings must be given to every member, to the Directors, to any patrons and to the auditors of the Company
36. **Attendance and speaking at general meetings**
- 36.1 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.
- 36.2 A person is able to exercise the right to vote at a general meeting when.
- 36.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 36.2.2 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
- 36.3 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.
- 36.4 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
- 36.5 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.
37. **Quorum for general meetings**
- 37.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.
- 37.2 The quorum shall be two people present in person or by proxy and entitled to vote on the business to be transacted.
- 37.3 If a quorum is not present within half an hour from the time appointed for the meeting.
- 37.3.1 the chair of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as he or she thinks fit, and
- 37.3.2 failing adjournment by the chair of the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Directors may determine, and if at the adjourned meeting a quorum is not

present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum

**38 Chairing general meetings**

38.1 The Chair (if any) or in his or her absence some other Director nominated by the Directors present shall preside as chair of every general meeting

38.2 For the avoidance of doubt, a proxy holder who is not a Director shall not be entitled to be appointed chair of the meeting

**39 Attendance and speaking by patrons and non-members**

39 1 Patrons may attend and speak at general meetings, whether or not they are members

39 2 The chair of the meeting may permit other persons who are not members of the Company (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting

**40. Adjournment**

40 1 The chair of the meeting.

40.1 1 may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment; and

40 1 2 must adjourn a general meeting if directed to do so by the meeting

40.2 When adjourning a general meeting, the chair of the meeting must:

40 2 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

40.2 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

40 3 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

40.3.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

40.3.2 containing the same information which such notice is required to contain.

40.4 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

***VOTING AT GENERAL MEETINGS***

**41 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

## **42 Votes**

### ***Votes on a show of hands***

42.1 On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each:

42 1.1 each member present in person; and

42 1.2 (subject to Article 46.1) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution;

provided that if a person attending the meeting falls within both of the above categories, he or she is not entitled to cast more than one vote but shall instead have a maximum of one vote

### ***Votes on a poll***

42 2 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:

42.2.1 every member present in person, and

42 2.2 every member present by proxy (subject to Article 46.1)

42.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have

## **43 Errors and disputes**

43.1 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.

43 2 Any such objection must be referred to the chair of the meeting whose decision is final

## **44 Poll votes**

44.1 A poll on a resolution may be demanded.

44 1.1 in advance of the general meeting where it is to be put to the vote; or

44 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.

44 2 A poll may be demanded by.

44.2 1 the chair of the meeting,

44.2 2 the Directors;

- 44 2.3 two or more persons having the right to vote on the resolution;
  - 44 2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote on the resolution, holds two or more votes, or
  - 44 2.5 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
- 44 3 A demand for a poll may be withdrawn if.
- 44.3 1 the poll has not yet been taken; and
  - 44.3 2 the chair of the meeting consents to the withdrawal.
- 44 4 Polls must be taken immediately and in such manner as the chair of the meeting directs.
- 45. Content of Proxy Notices**
- Power to appoint*
- 45 1 A member is entitled to appoint another person as his or her proxy to exercise all or any of his or her rights to attend and speak and vote at a meeting of the Company. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.
- Manner of appointment*
- 45.2 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which
- 45 2 1 states the name and address of the member appointing the proxy,
  - 45 2 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - 45.2 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
  - 45.2.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of general meeting to which they relate.
- 45.3 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 45 4 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.
- 45 5 Unless a Proxy Notice indicates otherwise, it must be treated as
- 45.5.1 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

45.5 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.

**46. Delivery of Proxy Notices**

46.1 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. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

46 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.

46.3 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

46 4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by evidence in Writing of the authority of the person who executed it to execute it on the appointer's behalf

***WRITTEN RESOLUTIONS***

**47 Written resolutions**

***General***

47.1 Subject to this Article 47 a written resolution agreed by.

47 1.1 members representing a simple majority, or

47.1 2 (in the case of a special resolution) members representing not less than 75%;  
of the total voting rights of eligible members shall be effective

47 2 On a written resolution each member shall have one vote

47.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution

47.4 A members' resolution under the Companies Acts removing a Director or auditor before the expiry of his or her term of office may not be passed as a written resolution.

***Circulation***

47 5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.

- 47.6 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 47.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date
- 47.8 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts

***Signifying agreement***

- 47.9 A member signifies his or her agreement to a proposed written resolution when the Company receives from him or her (or from someone acting on his or her behalf) an authenticated Document
- 47.9.1 identifying the resolution to which it relates, and
- 47.9.2 indicating the member's agreement to the resolution
- 47.10 For the purposes of Article 47.9
- 47.10.1 Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it, and
- 47.10.2 Document sent or supplied in Electronic Form is sufficiently authenticated if.
- (a) the identity of the sender is confirmed in a manner specified by the Company; or
  - (b) where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
- 47.11 If the Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

**ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

**48 Communications by the Company**

***Methods of communication***

- 48.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts 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 the Company, including without limitation.

- 48.1.1 in Hard Copy Form,
- 48.1.2 in Electronic Form; or
- 48.1.3 by making it available on a website.

- 48.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement) Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient
- 48.3 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 which that Director has asked to be sent or supplied with such notices or Documents for the time being.

***Deemed delivery***

- 48.4 A member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called
- 48.5 Where any Document or information is sent or supplied by the Company to the members:
- 48.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted,
  - 48.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
  - 48.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
    - (a) when the material was first made available on the website, or
    - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website

- 48.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

- 48.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable.



48.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so,

48.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

48.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies

### ***Exceptions***

48.8 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address

48.9 Notices of general meetings need not be sent to a member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a member for whom the Company does not have a current Address

### **49. Communications to the Company**

The provisions of the Companies Acts shall apply to communications to the Company.

### **50 Secretary**

A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

50.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company, and

50.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors

### **51 Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

**52. Minutes**

The Directors must cause minutes to be made:

- 52.1 of all appointments of officers made by the Directors,
- 52.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting), and
- 52.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings

**53 Records and accounts**

The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies

- 53.1 annual reports,
- 53.2 annual returns; and
- 53.3 annual statements of account.

**54. Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

**WINDING UP**

**55. Winding up**

- 55.1 At any time before, and in expectation of, the winding up or dissolution of the Company, the Directors may resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Company be applied or transferred in any of the following ways:

55.1.1 directly for the objects of the Company; or

55.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:

- (a) for purposes similar to the objects of the Company; or

(b) for use for particular purposes that fall within the objects of the Company

55 2 In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company under this Article 55

55 3 If no resolution is passed in accordance with Article 55.1 the net assets of the Company shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission

## SCHEDULE

### INTERPRETATION

#### Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings.

	<b>Term</b>	<b>Meaning</b>
1 1	<b>“Address”</b>	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means,
1.2	<b>“Annual Retirement Meeting”</b>	has the meaning given in Article 26 4;
1.3	<b>“Articles”</b>	The Company’s articles of association;
1 4	<b>“Chair”</b>	Has the meaning given in Article 8,
1 5	<b>“Company”</b>	Tax Justice Research
1.6	<b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts,
1.7	<b>“Clear Days”</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.8	<b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1 9	<b>“Connected ”</b>	<p>in relation to a Director means any person falling within any of the following categories.</p> <p>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Director, or</p> <p>(b) the spouse or civil partner of any person in (a); or</p> <p>(c) any other person in a relationship with the Director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or</p> <p>(d) any company, partnership or firm of which</p>

the Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

- 1.10 **“Document”** includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.11 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.12 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.13 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006,
- 1.14 **“Proxy Notice”** has the meaning given in Article 45 2,
- 1.15 **“Public Holiday”** means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
- 1.16 **“Secretary”** The secretary of the Company (if any);
- 1.17 **“Subsidiary Company”** any company in which the Company holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- 1.18 **“Director”** a director of the Company, and includes any person occupying the position of director, by whatever name called; and
- 1.19 **“Writing”** 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
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company