

THE COMPANIES ACT 2006

Company Limited by Shares  
Company Number 8522561

**SPECIAL RESOLUTION, PURSUANT TO THE COMPANIES ACT 2006**

of

Media Research Partners Limited

Passed the 29<sup>th</sup> July, 2015.

At an Extraordinary General Meeting of the members of the above named Company, duly convened and held at 5<sup>th</sup> Floor, 1, Euston Square, London Media Technology Campus, London, on the 29<sup>th</sup> July, 2015, the following special resolution was passed:

THAT the Articles of Association in the form of the draft produced to the meeting, dated 29<sup>th</sup> July, 2015, and initialled by the Chairman be and are adopted as the new Articles of Association of the Company in substitution of the existing Articles of Association, dated 11<sup>th</sup> March, 2013,

29<sup>th</sup> July, 2015

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Articles of Association  
as adopted on 29<sup>th</sup> July, 2015

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Media Research Partners Limited

Company Registration Number 8522561

THE COMPANIES ACT  
2006  
PRIVATE COMPANY LIMITED  
BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL

ARTICLES OF  
ASSOCIATION  
OF  
MEDIA RESEARCH PARTNERS LIMITED  
Trading as  
THE MEDIA INSTITUTE

1. PRELIMINARY

The regulations contained in Table A and Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and The Companies (Tables A to F) (Amendment) (No.2) Regulations 2007 (SI 2007/2826) and the model articles of association for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008 in force at the time of adoption of these Articles shall not apply to the Company and these Articles shall be the regulations of the Company.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Articles the following expressions have the following meanings unless inconsistent with the context:

“these Articles”	these Articles of Association,
whether as	
	originally adopted or as from
	time to time
	altered by special resolution

“Associate Member” an associate	a person being admitted as  member of the Company by the Board in accordance with the Articles
“Board”	the board of Directors of the Company from time to time
“clear days”	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
“Company”	the company intended to be regulated by these Articles
“Directors”	the directors for the time being of the Company or (as the context shall require) any of them acting as the Board.
“Director Nominee”	is defined in Article 13.4
“electronic address”	any address or number used for the purposes of sending or receiving documents or information by electronic means
“electronic form” and “electronic means”	have the meaning given in section 1168 of the Companies Act 2006

“executed”	includes any mode of execution
“hard copy form”	has the meaning given in section 1168 of the Companies Act 2006
“Member”	the members of the Company from time to time, and “Membership” shall have a cognate meaning
“ordinary resolution”	has the meaning given in section 282 of the Companies Act 2006
“office”	the registered office of the Company
“seal”	the common seal of the Company (if any)
“secretary”	the secretary of the Company (if any) or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary
“special resolution”	has the meaning given in section 283 of the Companies Act 2006
“the Statutes”	the Companies Acts as defined in section 2 of the Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company
“United Kingdom” and	the United Kingdom of Great Britain  Northern Ireland
“in writing”	hard copy form or to the extent agreed by the recipient (or deemed to be agreed by virtue of a provision of the Statutes) electronic form or website communication

- 2.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Statutes but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

2.3 References to any Statute or statutory provision in these Articles include, unless the context otherwise requires, a reference to that Statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant Statute or statutory provision.

2.4 References to Articles are to articles of these Articles.

2.5 Where the word “address” appears in these Articles it is deemed to include postal address and electronic address and “registered address” shall be construed accordingly.

### 3. LIMITATION OF LIABILITY

3.1 The liability of the members is limited.

3.2 Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1.00) to the Company’s assets if it should be wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the Company’s debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

### 4. OBJECTS

The Company’s objects (“the Objects”) are to advance the education of the public in general (and particularly amongst scientists) on the subject of media sciences and to undertake both directly and indirectly and promote research for the public benefit in all aspects of that subject and to publish the useful results.

### 5. POWERS

5.1 In furtherance of the above Objects but not further or for any other purpose the Company shall have the following powers (“the Powers”):

5.1.1 to develop, design, prototype and commission services, programmes, activities, training and events for the staff and governors of education and training providers;

5.1.2 to assist the development of education and training to ensure the delivery of high quality programmes to meet the needs of learners and employers;

5.1.3 to design, develop, deliver, organise and participate in seminars, conferences, exhibitions, training, programmes and other activities, including those organised by third parties, to promote the Objects;

- 5.1.4 to award, or commission others to award, diplomas and other qualifications on its own behalf or on behalf of other bodies;
- 5.1.5 to commission and undertake research and development projects, both on its own and in partnership with others;
- 5.1.6 to disseminate information and provide analysis and information services by whatever means;
- 5.1.7 to establish arrangements for providing regional services;
- 5.1.8 to co-operate with, and share and exchange information with Government departments or agencies, local or regional authorities, institutions and committees, training boards, professional bodies, colleges, educational or industrial organisations, corporations or bodies having similar or related interests whether in the United Kingdom or elsewhere;
- 5.1.9 to borrow and raise money in such manner and on such security as the Board may think fit;
- 5.1.10 to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Board may think fit and provided also that the Company shall not undertake any permanent trading activities in raising funds for the above mentioned objectives;
- 5.1.11 to lend and advance money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company subject to such conditions or consents as may from time to time be required or imposed by law;
- 5.1.12 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable, or mercantile instruments;
- 5.1.13 to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;

- 5.1.14 to invest the moneys of the Company not immediately required for the furtherance of its Objects in or upon such investments, securities or property as the Board may think fit, subject to such conditions and such consents as may for the time being be imposed or required by law;
- 5.1.15 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Board may think necessary for the promotion of the Company's Objects;
- 5.1.16 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its Objects;
- 5.1.17 subject to Article 6 to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company. The Company may employ or remunerate a Director only to the extent it is permitted to do so by Article 6 and provided it complies with the conditions in that Article;
- 5.1.18 to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependents;
- 5.1.19 to purchase and maintain, for the benefit of any Director or officer of the Company, indemnity insurance to cover their liability:
- 5.1.19.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Company; and/or
- 5.1.19.2 to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986;

save that any such insurance in the case of Article 5.1.19.1 shall not extend to any liability of a Director:





- 5.1.19.3 resulting from conduct which the Directors knew, or must be assumed to have known, was not in the best interests of the Company, or where the Directors did not care whether such conduct was in the best interests of the Company or not;
  - 5.1.19.4 to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors;
  - 5.1.19.5 to pay a fine; or
  - 5.1.19.6 to make such a contribution where the basis of the Director's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.
- 5.1.20 subject to the provisions of, and so far as may be permitted by, the Companies Act 2006, to fund the expenditure of every Director, alternate director or other officer of the Company incurred or to be incurred:
- 5.1.20.1 in defending any criminal or civil proceedings; or
  - 5.1.20.2 in connection with any application under sections 661(3), 661(4) or 1157 of the Companies Act 2006.
- 5.1.21 to subscribe to, become a member of, or amalgamate or co-operate with any organisation, institution, society or body formed for any of the purposes included in the Objectives;
- 5.1.22 to establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated by the Board to further any of the Objectives of the Company;
- 5.1.23 to do all or any of the things hereinbefore authorised either alone or in conjunction with any charitable organisation, institution, society or body with which this Company is authorised to amalgamate;



5.1.24 to pay all or any expenses incurred in connection with the promotion, formation, incorporation and registration of the Company;

5.1.25 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may to the Board seem conducive to the attainment of the Company's Objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Board may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions; and

5.1.26 to do all such other lawful things as are necessary for the attainment of the above Objects or any of them;

and so that:

(a) where the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;

(b) none of the Objects or Powers shall be restrictively construed but the widest interpretation shall be given to each such Object or Power, and none of such Objects or Powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other Objects or Powers or inference from the name of the Company; and

(c) none of the Objects therein specified shall be deemed subsidiary or ancillary to any of the Objects specified in any other such sub-clause, and the Company shall have full power to exercise each and every one of the Objects.

## 6. APPLICATION OF INCOME AND PROPERTY

6.1 If the Company is a registered charity (but not otherwise), the income and property of the Company shall be applied solely towards the promotion of the Objects and no portion of such income and property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to Members of the Company, (unless to a Member who is a charity) (save that a Member who is not also a Director may receive benefit from the Company

in their capacity of beneficiary and/or receive reasonable and proper remuneration for any goods or services supplied to the Company) and no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company PROVIDED THAT nothing herein shall prevent any payment by the Company in the best interests of the Company if the Directors follow the procedure and observe the conditions set out in Article 6.2 and if one of the following conditions applies:

- 6.1.1 the payment is of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company; or
- 6.1.2 the payment is of interest on money lent by any Member of the Company or of its Board at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the Board or a rate of 3% whichever is the greater; or
- 6.1.3 the payment is of reasonable and proper rent for premises demised or let by any Member of the Company or of its Directors; or
- 6.1.4 the payment is of fees, remuneration or other benefit in money or money's worth to any Company of which a Director may also be a Member holding not more than 1% (one percent) of the capital of that Company; or
- 6.1.5 the payment is to any Director of reasonable out-of-pocket expenses; or
- 6.1.6 the payment is to any Director in their capacity of a beneficiary of the Company; or
- 6.1.7 the Directors obtain the prior written approval of the Charity Commission; or
- 6.1.8 the payment is to a Director under a contract for the supply of goods or services to the Company, other than for acting as a Director; or
- 6.1.9 the payment is of a premium in respect of any indemnity insurance to cover the liability of the Directors which, by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Directors knew, or must be assumed to have known, was

not in the best interests of the Company, or where the Directors did not care whether such conduct was in the best interests of the Company or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors.

- 6.2 The Company and its Directors may only rely upon the authority provided by Article 6.1 if each of the following conditions is satisfied:
- 6.2.1 the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances;
  - 6.2.2 the Director is absent from the part of any meeting at which there is discussion of:
    - 6.2.2.1 his or her employment or remuneration, or any matter concerning the contract; or
    - 6.2.2.2 his or her performance in his employment, or his or her performance of the contract; or
    - 6.2.2.3 any proposal to enter into any other contract or arrangement with him or to confer any benefit upon him that would be permitted under Article 6.3; or
    - 6.2.2.4 any other matter relating to a payment or the conferring of any benefit permitted by Article 6.3;
  - 6.2.3 the Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting;

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- 6.2.4 the other Directors are satisfied that it is in the interests of the Company to employ or to conduct with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest);
  - 6.2.5 the reason for their decision is recorded by the Directors in the minute book; and
  - 6.2.6 a majority of the Directors then in office have received no such payments.
- 6.3 The employment or remuneration of a Director includes the engagement or remuneration of any firm or Company in which the Director is:
- 6.3.1 a partner;
  - 6.3.2 an employee;
  - 6.3.3 a consultant;
  - 6.3.4 a director; or
  - 6.3.5 a shareholder, unless the shares of the Company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.
- 6.4 Where a conflict of interest arises for a Director due to a loyalty owed to another organisation or person and the conflict is not authorised by any other provision of the Articles, the unconflicted Directors may authorise such conflicts where:
- 6.4.1 the conflicted Director is absent from the part of the meeting at which there is a discussion of any arrangement or transaction affecting that other organisation or person;
  - 6.4.2 the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting; and

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6.4.3 the unconflicted Directors consider it is in the interests of the Company to authorise the conflict of interest in the circumstances applying.

6.5 If the Company is not a registered charity, articles 6.1-6.4 shall not apply and the Company shall be governed by the Statutes.

## 7. THE MEMBERS

7.1 Such persons as are admitted from time to time to membership in accordance with these Articles shall be Members of the Company.

7.2 All other persons from time to time admitted to Associate membership in accordance with these Articles shall be Associate Members of the Company. Associate Members shall not be members of the Company for the purposes of the Acts but shall otherwise have the rights and obligations defined by the Board from time to time.

7.3 No person shall be admitted as a Member or Associate Member of the Company unless it is approved in writing by the Directors.

7.4 Every person who wishes to become a Member or Associate Member shall deliver to the Company an application for membership in such form as the Directors require to be executed by it agreeing to be bound by these Articles and being so admitted its name shall, if a Member, be entered in the register of members of the Company as a member or if an Associate Member shall be entered in the register of Associate Members from time to time.

7.5 Every person or organisation which fulfils the criteria for membership as determined by the Directors from time to time may be a Member or an Associate Member (as appropriate) of the Company, but where such organisation is unincorporated or is for any other reason unable to be itself registered as a Member or Associate Member, it may nominate a representative to be registered as a Member or Associate Member, and it may remove or replace any such representative.

7.6 A Member or Associate Member may at any time withdraw from the Company by giving at least 6 months years notice to the Company provided that after such withdrawal the number of Members remaining is not less than one.

7.7 A Member or Associate Member shall not be entitled to any refund of subscription or membership fee (if any) on ceasing to be a Member or Associate Member for any reason and shall remain liable to pay any subscription or membership fees outstanding at the date of ceasing to be such a Member or Associate Member.

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7.8 The Directors shall have an absolute discretion in determining whether to accept or reject any application for full membership or associate membership and shall not be bound to assign any reason for their decision.

7.9 Membership is not transferable and will terminate automatically:

7.9.1 if the Member or Associate Member dies;

7.9.2 if the Member or Associate Member becomes bankrupt or makes any arrangement or composition with their creditors generally;

7.9.3 if the Member ceases to fulfil the criteria for being a Member as determined from time to time by the Board; such Member shall become an Associate Member if it meets the criteria for being an Associate Member; or if the Associate Member ceases to fulfil the criteria for being an Associate Member as determined from time to time by the Board.

## 8. GENERAL MEETINGS

8.1 The Company may hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. The annual general meeting shall be held at such time and place as the Board shall appoint. All meetings other than annual general meetings shall be called general meetings.

8.2 The Board may call general meetings at any time.

## 9. NOTICE OF GENERAL MEETINGS

9.1 All general meetings of the Company shall be called by at least fourteen clear days' notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, in case of special business.

9.2 All business shall be deemed special that is transacted at a general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the profit and loss account, balance sheet, and the reports of the Directors and the election of Directors in the place of those retiring.

9.3 Subject to the provisions of these Articles notice of and other communications relating to a general meeting shall be given to all Members and all Directors.

9.4 Notwithstanding the foregoing provisions of these Articles a general meeting may be called by shorter notice if it is so agreed in accordance with section 307 of the Companies Act 2006.

9.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

9.6 Every notice convening a general meeting shall be given in accordance with section 308 of the Companies Act 2006 that is, in hard copy form, electronic form or by means of a website.

9.7 The Company may send a notice of meeting by making it available on a website or by sending it in electronic form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the Companies Act 2006.

#### 10. PROCEEDINGS AT GENERAL MEETINGS

10.1 No business shall be transacted at any general meeting unless a quorum is present. A quorum shall consist of no less than 2 persons each being a Member entitled to vote upon the business to be transacted or 60% of the total number of Members (fractions rounded up) of the total number of Members entitled to vote upon the business to be transacted whichever is the greater. If within half an hour from the time appointed for the general meeting a quorum is not present the general meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Board may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefore the Member or Members present in person and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

10.2 The Chair of the Directors shall preside at every general meeting of the Company. If the Chair is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-Chair of the Board shall chair the meeting. If neither the Chair of the Board nor the Vice Chair of the Board is present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall appoint one of their number to chair the meeting. If no Director is willing to chair the meeting or if no Director is present within fifteen minutes after the time appointed for holding the general meeting, the Members present shall choose one of their number to chair the meeting.





- 10.3 A Director shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any general meeting.
- 10.4 The chair of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 10.5 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands.
- 10.6 A declaration by the Chair or the chair of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 10.7 In the case of an equality of votes the chair of the meeting shall not be entitled to a casting vote in addition to any other vote which he or she may have.

## 11. VOTES OF MEMBERS

- 11.1 On a show of hands every Member present in person shall be entitled at every general meeting to have one vote.
- 11.2 No Member shall be entitled to vote at any general meeting unless all moneys presently payable by that Member to the Company pursuant to any rules or bye-laws made by the Directors under Article 29 or otherwise have been paid.
- 11.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair of the meeting whose decision shall be final and conclusive.

## 12. WRITTEN RESOLUTIONS

- 12.1 A written resolution, proposed in accordance with section 288(3) of the Companies Act 2006, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.



12.2 For the purposes of this Article 12 “circulation date” is the day on which copies of the written resolution are sent or submitted to Members or, if copies are sent or submitted on different days, to the first of those days.

13. THE BOARD

13.1 The Directors have control of the Company and its property and funds.

13.2 The number of Directors shall not be subject to any maximum.

13.3 The Members shall have the right to appoint one-third of the total number of Directors, or two Directors, whichever is greater. If one-third of the total number of Directors is not a whole number, it will be rounded up to the next whole number. For example, if the total number of Directors is 8, the Members shall have the right to appoint 3 of those Directors.

13.4 The Directors shall have the right to appoint other persons (“Director Nominees”) to be Directors, subject to Article 13.3. Such appointees shall either be approved by the Members (in which case Article 13.5 shall apply) or be co-opted by the Directors (in which case Article 13.6 shall apply).

13.5 The Directors shall seek the approval of the Members to each Director Nominee becoming a Director of the Company. Any such approval shall be by a special resolution of the Members. If such approval is given, the Director Nominee shall hold office as a Director in accordance with Article 13.7.

13.6 If and for as long as a Director Nominee is not approved by the Members under Article 13.5, such Director Nominee may be co-opted onto the Board on such terms, and for such period, as the Directors may decide. The Directors may remove a Director Nominee from the Board at any time. Subject to the previous sentences of this Article 13.6, a co-opted Directors shall hold office only until the next Annual General Meeting following his or her co-opted appointment.

13.7 Subject to Article 13.6 (where applicable): (a) all Directors are entitled to hold office for a period of up to three years and shall retire with effect from the third anniversary of their appointment; and (b) Director shall be eligible for re-election for further periods of three years.

14. NO ALTERNATE DIRECTORS

A Director shall not be entitled to appoint an alternate Director.

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15. POWERS OF DIRECTORS

- 15.1 Subject to the provisions of the Statutes and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article 15.1 shall not be limited by any special power given to the Directors by these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 15.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.
- 15.3 A Director must absent himself or herself from any discussions of the Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

16. DELEGATION OF DIRECTORS' POWERS

- 16.1 The Directors may delegate any of their functions to any committee, other than those functions referred to in Article 16.2. A committee shall consist of one or more Directors and such other persons (if any) not being Directors co-opted on to such committee as the Directors think fit provided that the number of co-opted persons not being Directors shall not exceed one half of the total number of members of such committee. Any such delegation may be made subject to any conditions the Directors may impose and may be collateral to their own powers and may be revoked or altered. Subject to any such conditions the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.
- 16.2 The Directors shall not delegate any of the following functions to a committee:
- 16.2.1 the approval of the annual projections of income and expenditure;
  - 16.2.2 the approval of the annual business plan and the key objectives of the Company;
  - 16.2.3 ensuring the solvency of the Company and the safeguarding of its assets; and



16.2.4 the appointment or dismissal of the Chief Executive.

16.3 All acts and proceedings of any committees must be fully and promptly reported to the Directors.

## 17. DISQUALIFICATION AND REMOVAL OF DIRECTORS

The office of a Director shall be vacated if:

17.1 he or she ceases to be a Director by virtue of any provision of the Statutes or these Articles or he or she becomes prohibited by law from being a Director or a trustee of a charity; or

17.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or

17.3 he or she is, or may be, suffering from mental disorder and either:

17.3.1 he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 2007 or, in Scotland, an application for admission under the Mental Health (Care and Treatment) (Scotland) Act 2003; or

17.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs; or

17.4 he or she resigns his or her office by notice to the Company; or

17.5 he or she shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his or her office be vacated; or

17.6 he or she is removed from office at a duly convened general meeting of the Members by ordinary resolution; or

17.7 if, by notice in writing delivered to the office of the Company, his or her resignation is requested by a majority of all the other Directors whether present and voting at a meeting or not; or

17.8 he or she ceases to be employed by or an officer of any of the Members who appointed him or her in accordance with clause 13; or



- 17.9 the Member which appointed such Director in accordance with clause 13 ceases to be a Member of the Company.

18. DIRECTORS' REMUNERATION

The Directors shall not be paid any remuneration unless it is authorised by Article 6.

19. PROCEEDINGS OF THE DIRECTORS

- 19.1 The Chair shall be entitled to chair all meetings of the Board at which he or she is present. If at any Board meeting the Chair is not present within fifteen minutes after the time appointed for holding the meeting or is not willing to preside, the Vice-Chair shall chair the meeting and if he or she is also not so present or willing to preside, the Directors present shall choose one of their number to be chair of the meeting. Subject to the provisions of these Articles, the Directors may regulate their meetings, as they think fit. Any three Directors may, and the secretary at the request of any three Directors shall, call a meeting of the Directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair of the meeting shall not have a second or casting vote. Notice of every meeting of the Directors shall be given to each Director, including Directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service.

- 19.2 Any Director may participate in a meeting of the Directors or a committee constituted pursuant to Article 16 of which he or she is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Statutes, a Director participating in this way shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair of the meeting then is.

- 19.3 The quorum for the transaction of the business of the Directors may be fixed by the Directors, and shall be two or 60% (whichever is the larger) of the Directors for the time being.

- 19.4 Notwithstanding any vacancies in their number, the continuing Directors or where there is only one, the sole continuing Director, may continue to act but, if the number of Directors is less than the number fixed as the quorum they (or in the case of a sole Director he or she), may act only for the purpose of filling vacancies, or of calling a general meeting.

8.

19.5 All bona fide acts done by any meeting of the Directors or of a committee constituted pursuant to Article 16, or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid, or that they or any of them were disqualified from holding office or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

19.6 A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee constituted pursuant to Article 16 shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) such a committee duly convened and held and may consist of several documents in the like form each signed by one or more Directors or members of the committee (as the case may be).

## 20. SECRETARY

20.1 Subject to the provisions of the Companies Act 2006, the secretary (if any) shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them, provided always that no Director may hold office as secretary where such office is remunerated.

20.2 A provision of the Statutes or these Articles requiring or authorising a thing to be done by or to a Director and the secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the secretary.

## 21. CHIEF EXECUTIVE

The Directors shall appoint a person to act as the Chief Executive of the Company (who shall be a Director) for such term, at such remuneration (subject to Article 18) and upon such conditions as the Directors may determine and the person so appointed may be removed by the Directors. The functions of the Chief Executive shall be to carry out the instructions of the Directors and administer their policies.

## 22. MINUTES

The Directors shall cause minutes to be made in books kept for the purposes:

22.1 of recording the names and addresses of all Members;

22.2 of all appointments of officers made by the Directors; and

- 22.3 of all proceedings at meetings of the Company and of the Directors and of committees constituted pursuant to Article 16 including the names of Directors and committee members (as appropriate) present at each such meeting.

23. THE SEAL

If the Company has a seal it shall only be used with the authority of the Directors or of a committee constituted pursuant to Article 16 which is comprised entirely of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by one Director and by the secretary or another Director.

24. ACCOUNTS AND ANNUAL REPORT

- 24.1 No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company.

- 24.2 The Directors must prepare accounts and keep accounting records as required by the Statutes. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

25. NOTICES

- 25.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors) shall be in writing and shall be sent to an address for the time being notified for that purpose to the person giving the notice.

- 25.2 The Company may give any notice to a Member either personally or by sending it by first class post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address or by giving it in electronic form to an address for the time being notified to the Company by the Member. A Member who gives to the Company an address either within or outside the United Kingdom at which notices may be given to that Member, or an address to which notices may be sent in electronic form, shall be entitled to have notices given to it at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.

- 25.3 A Member present in person, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 25.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of twenty four hours after the envelope containing it was posted or, in the case of a notice contained in electronic form, at the expiration of twenty four hours after the time it was sent.
- 25.5 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all Members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.
26. WINDING UP
- 26.1 If the Company is not a registered charity and if upon the winding up or dissolution of the Company there remains a surplus, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed among the Members of the Company.
- 26.2 If the Company is a registered charity and if upon the winding up or dissolution of the Company there remains a surplus, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 6, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.



27. INDEMNITIES FOR DIRECTORS

Subject to the provisions of the Statutes but without prejudice to any indemnity to which the person concerned may be otherwise entitled, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him or her in the execution and discharge of his or her duties or the exercise of his or her powers or otherwise in relation to or in connection with his or her duties, powers or office, including any liability which may attach to him or her in respect of any negligence, default, breach of duty or breach of trust in relation to anything done by him or her as a Director or other officer of the Company.

28. RULES OR BYE-LAWS

28.1 The Directors may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of Membership, and in particular but without prejudice to the generality of the foregoing, it may by such rules or bye-laws regulate:

28.1.1 the admission and classification of Members, and the rights and privileges of such Members, and the conditions of Membership and the terms on which Members may resign or have their Membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;

28.1.2 the conduct of Members of the Company in relation to one another, and to the Company's staff;

28.1.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;

28.1.4 the procedure at general meetings and meetings of the Directors and committees constituted pursuant to Article 16 in so far as such procedure is not regulated by these Articles; and

28.1.5 generally, all such matters as are commonly the subject matter of such rules;

provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum of Association or these Articles.

- 28.2 The Company shall have power to alter or repeal the rules or bye-laws referred to in Article 29.1 and to make additions thereto. The Directors shall adopt such means as they deem sufficient to bring to the notice of Members all such rules or bye-laws made pursuant to this Article 29 which, so long as they shall be in force, shall be binding on all Members.
29. DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE
- 29.1 Where the Statutes permit the Company to send documents or notices to Members in electronic form or by means of a website, the documents will be validly sent provided the Company complies with the requirements of the Statutes.
- 29.2 Subject to any requirement of the Statutes, only such documents and notices as are specified by the Company may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.