

Articles of Association | The Companies Act 2006
Private Company Limited by Guarantee

Articles of Association
of
The Made in Great Britain Campaign Ltd – “Made in Britain”

Registered in England and Wales | **08566119**
Incorporated 12 June 2013



PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

Definition and Interpretation

1. Unless the context otherwise requires capitalised terms shall have the meaning as set out below:

"Articles" means the Association's articles of association;

"Association" means the company;

"Authorised Person" means the owner of your business, one of your company directors or a person authorised to act on your behalf and to legally bind you;

"Bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"British Manufacturer(s)" means manufacturers with their manufacturing site in Great Britain, who are manufacturing British products in a factory, studio, workshop or other manufacturing facilities in Great Britain. This definition expressly excludes individuals acting outside their trade, business, craft or profession;

"British Product(s)" means physical goods (including food and beverage products) which are deemed to have been manufactured or produced in Great Britain, as a result of Great Britain being the place where they last underwent a treatment or process resulting in a substantial change;

"CEDR Solve" means Centre for Effective Dispute Resolution Limited;

"Code of Conduct" means the code of conduct applicable to members of the MiB Membership Programme, as amended, supplemented or otherwise modified by us from time to time;

"Collective mark and/or mark" means a trademark owned by an organisation (such as an association), used by its members to identify themselves with a level of quality or accuracy, geographical origin, and other qualitative characteristics set by the organisation;

"Commencement Date" as defined in the published Terms & Conditions. Membership will not commence until Made in Britain receive payment of the Membership Fee;

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

"Control" includes control exercised through an appropriate subcontracting agreement;

"Document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"Digital makers or digital manufacturers" means businesses in Great Britain that make and sell primarily digital products such as software, applications and video games.

"Digital products or digital goods" means intangible goods that exist in digital form and are made by software makers. Examples are software products (SaaS) digital media, applications, video games and other intangible finished products.

"Electronic Form" has the meaning given in section 1168 of the Companies Act 2006;

"Industry" means the business of the manufacturer;

"Intellectual Property Rights" means all copyright, database rights, design rights, registered designs, patents, inventions, logos, business names, trading names, trademarks, service marks, trade secrets, rights in confidential information, internet domain names, rights in databases, data, source codes, software, specifications, know how, processes and business methods (including information, content, material or data displayed on it) and all rights and forms of protection of a similar nature or having an equivalent effect to any of them which may subsist anywhere in the world together with all goodwill attaching or relating thereto, whether or not any of them are registered and including application for registration of any of them;

"Licence and Membership Fee" as defined in the published Terms & Conditions of the Association;

"Manufacturing" as defined by Wikipedia means the production of merchandise for use or sale using labour and machines, tools, chemical and biological processing, or formulation. Finished goods may be sold to other manufacturers for the production of other, more complex products, such as aircraft, household appliances, furniture, sports equipment or automobiles, or sold to wholesalers, who in turn sell them to retailers, who then sell them to end users and consumers.

"Manufacturing" as defined by the Oxford English Dictionary means the making of articles on a large scale using machinery; industrial production;

"Mark" means the "Made in Britain" logos identified in our Membership Handbook which is being applied as a collective mark and registered as a collective mark;

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

"Membership Benefits" as defined in the published Terms & Conditions. Benefits are also published on the Made in Britain website: www.madeinbritain.org/apply/benefits;

"Membership Handbook" means our collective mark and brand guidelines as amended, supplemented or otherwise modified by us from time to time, which will be sent to members by email on confirmation of Your Membership and is available for download on the website;

"Membership Fee(s)" as defined in the published Terms & Conditions; Fees are also published on the Made in Britain website: www.madeinbritain.org/terms;

"Membership Year" as defined in the published Terms & Conditions;

"MiB" is an abbreviation of 'Made in Britain'. It can be used in the written context of Made in Britain or MiB;

"MiB Content and MiB News" means all content and material on the website, the MiB Directory, the Membership Handbook, the Code of Conduct and the MiB Promotional Copy, including text, images, audio, visual, audio-visual, GIFs, tables, graphs and other content produced by us or on our behalf;

"MiB Directory" means an online business directory for members, located on our website to promote businesses and products selling British Products, including Your Directory Page;

"MiB IPRs" means all Intellectual Property Rights in the collective mark, the Website, the MiB Directory (excluding Your Content and any other member content), the Membership Handbook, the Code of Conduct and the MiB Promotional Copy, including any translations thereof;

"MiB Membership Programme" as defined in the Terms and Conditions;

"MiB Promotional Copy" means promotional copy, signage and branding produced by us or on our behalf in any media and at point of sale relating to our business, the MiB Membership Programme, the MiB Directory, the website and any events hosted or supported by us;

"Notice" includes all written communications to members;

"Office" means the principal office for the time being of the Organisation;

"Ordinary Resolution" has the meaning given in section 282 of the Companies Act 2006;

"Permitted Purpose" means incorporation into Your Promotional Copy to identify your British Products as being made in Great Britain (with a limited right to sub-license to your

creative media agency for the sole purpose of creating the Promotional Copy);

"Product Groups" means each of the following categories of products available to view on our website : www.madeinbritain.org/members

"Qualifying Business" means a business which, in relation to membership of Made in Britain, can prove with documents, photos, videos and other media, that it is making and marketing a product/s that is/are manufactured in Great Britain;

"Renewal Requirements" as defined in in the published Terms & Conditions;

"Secretary" includes any person appointed to perform the duties of secretary of the Association whether temporarily or otherwise;

"SaaS" and "Software as a product" has the meaning stated here:

https://en.wikipedia.org/wiki/Software_as_a_Product

"Software" has the meaning given in online encyclopaedia Britannica:

<https://www.britannica.com/technology/software>

"Special Resolution" has the meaning given in section 283 of the Companies Act 2006;

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

"Terms" means the Terms and Conditions, as amended, supplemented or otherwise modified by us from time to time, including the Membership Handbook and the Code of Conduct;

"Turnover" has the meaning given in Schedule 1; and the amount of money taken by a business in a particular period;

"Transparency" means the extent to which a corporation's actions are observable by outsiders. This is a consequence of regulation, local norms, and the set of information, privacy, and business policies concerning corporate decision-making and operations, openness to employees, stakeholders, shareholders and the general public. From the perspective of outsiders, transparency can be defined simply as the perceived quality of intentionally shared information from the corporation;

"Trade Descriptions Act" means the Trades Descriptions Act 1968: An Act to replace the Merchandise Marks Acts 1887 to 1953 by fresh provisions prohibiting mis-descriptions of goods, services, accommodation and facilities provided in the course of trade; to prohibit false or misleading indications as to the price of goods; to confer power to require information on instructions relating to goods to be marked on or to accompany the goods or to be included in advertisements; to prohibit the unauthorised use of devices or emblems signifying royal

awards; to enable the Parliament of Northern Ireland to make laws relating to merchandise marks; and for purposes connected with those matters. The Act can be accessed here: www.legislation.gov.uk/ukpga/1968/29;

"Website/s" www.madeinbritain.org/; and all owned URLs that are redirected to www.madeinbritain.org such as www.madebybritain.org and set of related web pages located under a single domain name;

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

"Your Content" means all content and material on the website, the MiB Directory, the Membership Handbook, the Code of Conduct and the MiB Promotional Copy, including text, images, audio, visual, audio-visual, GIFs, tables, graphs and other content produced by us or on our behalf;

"Your Directory Page" as defined in in the published Terms & Conditions;

"Your Membership" as defined in in the published Terms & Conditions;

"Your Promotional Copy" means product packaging for your British Products and any related promotional copy produced by you or on your behalf in any media and at point of sale promoting your British Products;

1.1 The headings in these Terms are for convenience only and do not affect its interpretation.

1.2 In these Terms, the words "include", "includes", "including" and "such as" are to be construed as if they were immediately followed by the words "without limitation".

1.3 In these Terms, unless the context clearly indicates another intention, a reference to:

a) any gender includes other genders and the singular includes the plural and vice versa;

b) a Clause or party is a reference to a Clause of or party to these Terms;

c) obligations undertaken by more than a single person or company are joint and several obligations;

d) any reference to a person shall include natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted.

1.4 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles became binding on the company.

Liability of Members

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

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

Part 2

OBJECTS AND POWERS

Objects

3. Unless and until otherwise determined by special resolution, objects of the Association are:

a. **To unite, support and promote manufacturers and the manufacturing sector that are making all kinds of physical and digital, (hardware and software) products, entirely in Britain. The activities of the association will take place in the United Kingdom and in other countries and on-line via social media and other media.**

b. To unite members of the Association in their shared use and application of the Made in Britain registered collective mark.

c. To protect this registered collective mark against misuse by parties wishing to use the mark that are not able to prove beyond any doubt that they are manufacturers, and that have not qualified for Made in Britain membership and paid the annual licence and membership fee.

d. To engage with non-manufacturing businesses, individuals and organisations that work only or mainly in support of the manufacturing sectors, and to coordinate the offer of support with marketing, sales, exports, communications and PR, media advisers and others for the purpose of adding value to the businesses for the members of the Association.

e. To bring members together, both on-line and in person, at workshops, conferences and showcase meetings to encourage and inspire the sharing of information between manufacturers from other product sectors for the benefit of all members together.

f. To support members of the association with preparing print, published and electronic books, periodicals and other literary undertakings or other means of communication including films and audio recordings, with reference to provenance marketing of manufacturers and the promotion of the sector;

g. To field and manage enquiries related to the perception of the British manufacturing sector and to answer and log member grievances with their eventual resolutions.

h. To maintain a permanent compliance monitoring system to address reported unofficial or unauthorised uses of the MiB collective mark;

i. To monitor and where appropriate, take competent legal action against abusers of the Made in Britain copyright and intellectual property;

j. To maintain an open and frank channel of communication regarding plagiarism of the Made in Britain mark;

k. To promote via an open channel of communication between the manufacturing sectors and HM Government or any department or representative of HM Government or anybody or authority sponsored by HM Government, or any statutory, public or local authority, on any matter affecting the sector;

l. To enable the exchange between members of relevant news, data and other relevant information regarding marketing, especially provenance marketing, sales and especially export sales, and promotion of the manufacturing sector in general. To offer members the opportunity to showcase and sell their British manufactured products to other members of Made in Britain, other membership organisations and sector specific trade bodies and HM government and other relevant parties, to members of the public in the UK and in other countries;

m. To support with location data on British manufacturing businesses and collect and disseminate statistics, data and information for any of the before-mentioned purposes;

n. To be a channel of communication between the manufacturing sector and the institutions of Europe and any government overseas and any department or representatives of any such institutions or government especially those concerned with trade; and organisations of suppliers of sales, marketing and export services to the manufacturing sectors and of customers, exporters, importers, distributors and agents that prioritise British manufactured goods; and any other persons or organisations with whom, in the opinion of the Association, any matter affecting any section thereof may with advantage be discussed or negotiated;

o. To act as a channel of communication between the manufacturing sector and other business sectors in the UK and in other countries and organisations representing such other business sectors. This is done physically through events, workshops and showcases, and digitally through social media, blog posts, online news articles and features;

p. To promote the manufacturing sector, by propaganda and otherwise, publicity in all forms and media; and to promote and join in promoting trade exhibitions and similar displays and other forms of advertisement wholly or partly concerned with British manufacturing; and to participate in government, national and trade missions, schemes and campaigns, which the Association consider to directly or indirectly help to achieve any of its other objects.

Powers

4. In fulfilment of the objects of the Association as set out in article 3 hereof, the Association shall have the following express powers:

- a. To provide monies and other assistance for the carrying out of any of its objects;
- b. To draw, make, accept, endorse, discount, execute the issue of promissory notes, bills of exchange and other negotiable or transferable instruments;
- c. To provide chargeable services to other organisations, persons, and companies, upon such terms as the Association shall deem appropriate;
- d. To acquire, merge with or enter into any monetary or non-monetary partnership or joint venture organisation in furtherance of the objects of the Association;
- e. To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- f. To employ and remunerate such staff as are necessary for carrying out the work of the Association;
- g. To retain and employ skilled professional, technical or other advisers and to obtain the services of other organisations, in connection with any of the objects of the Association and to pay for services so obtained such as fees and remuneration, as may be thought expedient;
- h. To do all such other lawful things as are necessary for the achievement of the objects of the Association.

Part 3: DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

5. The general rule about decision-making by the directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 6.

6. If:

- the Association only has one director, and
- no provision of the articles requires it to have more than one director, the general rule does not apply, and that director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

Unanimous decisions

7. A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

8. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

9. References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the directors.

10. A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

Calling a directors' meeting

11. Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

12. Notice of any directors' meeting must indicate:

- a. its proposed date and time;
- b. where it is to take place; and
- c. if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

13. Notice of a directors' meeting must be given to each director but need not be in writing.

14. Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in directors' meetings

15. Subject to the articles, directors participate in a directors' meeting or part of a directors' meeting, when:

- a. the meeting has been called and takes place in accordance with the articles, and
- b. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

16. In determining whether directors are participating in a directors' meeting it is irrelevant where any director is or how they communicate with each other.

17. 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.

Quorum for directors' meetings

18. At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

19. 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.

20. 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:

- a. appoint further directors, or
- b. call a general meeting so as to enable the members to appoint further directors.

Chairing of directors' meetings

21. The Chairperson shall chair directors' meetings.

22. Subject thereto, the participating directors must appoint one of themselves to chair it.

23. Casting Vote:

a. If the numbers of votes for and against a proposal are equal, the chairperson or other director chairing the meeting has a casting vote.

b. But this does not apply if, in accordance with the articles, the Chairperson or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of Interest

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

25. But if article 26 applies, a director who is interested in an actual or proposed transaction or arrangement with the Association is to be counted as participating in the decision-making process for quorum and voting purposes.

26. This article applies when:

a. the Association by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;

b. the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

c. the director's conflict of interest arises from a permitted cause.

27. For the purposes of this article, the following are permitted causes:

a. a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Association or any of its subsidiaries;

b. subscription, or an agreement to subscribe, for securities of the Association or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and

c. arrangements pursuant to which benefits are made available to employees and directors or former employees of the Association or any of its subsidiaries which do not provide special benefits for directors or former directors.

28. For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

29. Subject to article 30, if a question arises at a directors' meeting or of a committee of the directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairperson whose ruling in relation to any director other than the Chairperson is to be final and conclusive.

30. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairperson, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

Records of decisions to be kept

31. The directors must ensure that the Association keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

Discretion of the directors to make further rules

32. 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 OF DIRECTORS

Methods of appointing directors

33. Unless otherwise determined by ordinary resolution, the number of directors (other than any ex officio members pursuant to article 34 shall not exceed ten but shall not be less than two.

34. The period of appointment for all directors, including the chairperson is generally three (3) years, with the option to renew the appointment at the moment of a quorate annual general meeting for a further period of three years.

35. The Chairperson, for the time being shall be ex-officio directors during their term of office as such.

36. Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- a. by ordinary resolution, or

- b. by a decision of the directors.

Rotation of Directors

37. At each annual general meeting of the Association, one-third (or the number nearest to, but not exceeding, one-third) of the appointed directors (other than any director holding office pursuant to article 34) shall retire from office but shall be eligible for reappointment. The directors to retire by rotation may include any who wish to retire and not to offer themselves for re-appointment; and any further directors so to retire shall be those longest in the office since their last appointment or reappointment and so that as between those last appointed or reappointed on the same date, those to retire (unless otherwise agreed among them) shall be determined by lot.

38. If the Association, at the meeting at which a director retires by rotation, does not fill the vacancy, the retiring director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the member is put to the meeting and lost.

39. No person other than a director retiring by rotation shall be appointed or reappointed a director at any general meeting unless he is either recommended by the Chairperson or, not less than 14 nor more than 35 clear days before the date appointed for the meeting, notice executed by a director of the Association qualified to vote at the meeting has been given to the Association of the intention to propose that person for appointment or reappointment together with notice executed by that person of his willingness to be appointed or reappointed.

40. Not less than seven nor more than 28 clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a director retiring by rotation at the meeting) who is recommended by the Chairperson for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the Association of the intention to propose him at the meeting for appointment or reappointment as a director.

41. Subject to as aforesaid, the Association may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director and may also determine the rotation in which any additional directors are to retire.

42. The directors may appoint a person who is willing to act to be a director, to fill a vacancy, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the constitution as the maximum number of directors or infringe any of the provisions of this article. A director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the directors who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.

Termination of Director's Appointment

43. A person ceases to be a director as soon as:

- a. that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law or is removed from office by ordinary resolution;
- b. a bankruptcy order is made against that person;
- c. a composition is made with that person's creditors generally in satisfaction of that person's debts;
- d. a registered medical practitioner who is treating that person gives a written opinion to the Association stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- e. by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- f. notification is received by the Association from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
- g. that person is absent for more than 12 consecutive months without permission of directors from meetings of the directors held during that period and the directors resolve he ceases to be a director.

Directors' remuneration

44. Directors may undertake any services for the Association that the directors decide.

45. Unless the members by ordinary resolution in any particular case resolve, the directors are not entitled to any remuneration for their services to the Association as directors of the Association.

46. Subject to the articles and to any resolution of the members, a director's remuneration may:

- a. take any form, and
- b. include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

47. Nothing in this article restricts the directors from receiving remuneration from the Association under any contract of service with the Association or for the provision of services to the Association in any other capacity.

Directors' Expenses

48. The Association may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

- a. meetings of the directors or committees of directors, or
- b. general meetings, or
- c. otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Association.

Chief executive's powers and responsibility

49. The chief executive is defined as the person employed as the most senior corporate officer, in charge of managing the organisation.

50. The chief executive may appoint temporary and contracted staff as required to carry out the Objects.

51. Answer questions arising at any meeting of the chief executive and the board of directors.

52. The Chief Executive shall:

- a. exercise on behalf of the Association activities of a technical and promotional nature that will affect the policy and redirection of the Association, and that which has previously been discussed in a general meeting;
- b. exercise on behalf of the Association any other activities included in article 4, Powers hereof, subject to any directions of the member committee or the Association in a general meeting.

Committees and working groups

53. Working groups made up of members, will meet periodically to investigate and/or develop specialist marketing and sales knowledge for dissemination to the entire membership group. These will be instigated by the chief executive and the executive team with the approval and support of board members.

54. Committees made up of members across all tiers will provide oversight into the Association's accounts and practices as required and will be instigated by the chief executive and the executive team with the approval and support of board members.

Part 4: MEMBERS

Eligibility for membership

55. No person shall be elected to membership of the Association unless:

- a. such person carries on itself or through a subsidiary company and as a business and/or Qualifying Business; and
- b. the Qualifying Business so carried on has a physical place of business within Britain from which it provides an appropriately manned technical and field support facility to customers within the United Kingdom.

56. Nothing in these articles shall be deemed in any way to create a partnership between any of the members of the Association, or to constitute any of such members the agent or agents of the others or other of them, or to confer on any of such members any further or other rights in respect of the business carried on by any other of the members than are herein expressly or by necessary implication conferred.

57. Each such application shall be verified for eligibility by Made in Britain by reviewing the company number and SIC code. If the SIC code is missing or does not imply the company is a manufacturer, the applicant will be asked to verify they are a British manufacturer by providing photographic evidence of their product being made inside their factory/workshop/studio or documentation of trade body certification. Their membership status will be set to 'application' whilst this verification is performed.

58. If the application is approved by Made in Britain, the applicant shall be welcomed into Made in Britain within seven days from the date of approval. If the application is not approved, the applicant shall be notified in writing of the refusal together with the reasons for that refusal. If an applicant does not reply to requests for evidence as stated in article 55, their application will be archived and any payment made will be refunded.

Rights and Obligations of Membership

59. Each full member is entitled, through its authorised representatives, to attend all meetings of the Association and to speak and vote thereat and to nominate eligible representatives for membership of any elective committee of the Association.

60. A member, who considers that its interests have been or may be prejudicially affected by any activity undertaken or proposed to be undertaken by the Association or an officer

thereof, may make representations to the management committee against the particular activity objected to, setting forth the grounds of its objection. The board of directors shall deal with each such objection in accordance with Schedule 2 hereof.

61. Membership payments must be paid in full to Made in Britain before the start of each membership year. Email reminders will be sent to members advising them when payment is due.

62. If members fail to make payments on time, Made in Britain are entitled to add 2% interest above Barclays Bank's base rate on all outstanding amounts. This will be calculated on a daily basis.

63. If payments are unauthorised or cancelled, Made in Britain can suspend or terminate membership, including access to membership benefits.

64. If members do not pay, they are unable to hold the licence. This means their membership will be terminated and they will therefore not be entitled to membership benefits.

65. Terminated members must:

a. immediately cease all use of the collective mark and destroy or upon our request return to us all materials containing the mark in their possession or control;

b. ensure that the mark is removed from all unsold British Products;

c. immediately terminate all licences and rights granted to them under Made in Britain's terms and conditions;

d. not make any representation that they, their business, their British Products and/or any of their other products and services are associated with Made in Britain.

e. Renewing members must restate their tier each membership year, as defined in the statement of fees based on Made in Britain membership tiers.

66. Membership fees, as defined in Clause 5 of the Terms & Conditions, must be paid 12 months or one calendar year from the date of payment of the membership fee. This is so Made in Britain can accurately charge memberships fees based on turnover.

67. Members must observe the provisions of the articles for the time being in force and not to engage in conduct or practices which is or are incompatible with the objects of the Association.

68. Members and officers appointed to represent member companies and their employees must treat all information obtained by virtue of membership and which is not the subject of common knowledge nor openly published elsewhere, as strictly confidential and not to be communicated either directly or indirectly to any person or corporate body not being a

member of the Association without the written consent of the management committee, and to continue to abide by this provision in the event of its ceasing to be a member.

69. When required by a management committee or a Director of the Association, members must furnish to the management committee or Director such information as it may reasonably require as to the member's continued eligibility for membership under articles 53, 54 and 55.

70. Member companies may be required to pay and make good to the Association any loss or damage which it may sustain through any wilful act or default of the member, being an act or default, which is a breach of the foregoing articles of this article.

71. Member companies and their representatives are required to participate in such aspect or element of the statistical data collection undertaken via surveys by the Association for the benefit of its members as the Association shall from time to time reasonably require.

Termination of Membership

72. The rights of a member shall not be transferable and shall, subject to the provisions of wholly cease upon the member failing to pay any joining fee or annual levy within three months of its becoming due or in the event of a Receiver or Liquidator or other officer being appointed in respect of the whole or a substantial part of the member's undertaking under the laws of insolvency or in the event of a Deed or Arrangement or composition being made by the member for the benefit of its creditors or in the event of that member ceasing to carry on a Qualifying Business.

73. No assignee or other person deriving his right, title or interest through any member, shall have any better claim to any benefit to which he may become entitled by virtue of such right, title or interest, than the member through whom he claims.

74. If any member fails for a consecutive period of three months or more to comply with the provisions of articles 59, 60 and 61, the directors may give notice in writing to that member to summarily terminate the membership of the Association of that member (without reimbursement of any subscriptions already paid and without prejudice to any liability to pay any outstanding subscription) whereupon that member's name shall be removed from the register of members.

75. A member may resign its membership by giving notice in writing to a Director of the Association at least twelve months before the expiration of any financial year of the Association (or such shorter period as the directors may in any particular case agree).

76. Subject to the member paying, with such notice or by such later date as the management committee may determine, any unpaid levies due in respect of the current and previous years and any other contribution which the member shall have undertaken to make to the Association and also the levies for any subsequent year which the member shall on its

election have given an undertaking to pay, the member shall cease to be a member at the expiration of such financial year.

77. No member shall be entitled to give notice of resignation until it shall have been a member for at least twelve months.

78. A member giving notice of resignation shall be bound to discharge all obligations of membership until such notice becomes effective.

79. On the termination of membership pursuant to a notice of resignation or otherwise, the members so resigning shall cease to have any interest in or claim on the Association or its funds unless otherwise determined by Special Resolution.

Partners, Sponsors and Service Providers

80. Any person who is not eligible for membership of the Association may be eligible to be a strategic partner, a sponsor or a marketing, sales, PR, communications or export service provider.

81. Strategic partnerships are persons and/or organisations both commercial and non-commercial that share the same interest in promoting and supporting Britain's manufacturers. The board members of Made in Britain should be in agreement that partners share the Association's values and can help with its objects.

82. Sponsors are persons and/or organisations both commercial and non-commercial that share the same interest in promoting and supporting Britain's manufacturers and they would like to make a financial or value in kind contribution to the funding required to help the Association with its objects. The Board of Made in Britain should be in agreement that strategic partners share the Association's values and can help with its objects.

83. Service Providers and Delivery Partners are organisations and/or persons both commercial and non-commercial that share the same interest in promoting and supporting Britain's manufacturers and that the Board and the Chief executive of the Association have agreed are competent to deliver specific services that will benefit the members of the Association. The remuneration of both service providers and delivery partners must be agreed under normal scrutiny of the board of directors and the chief executive.

84. Delivery Partners must be committed to a written agreement describing service provision with the Association to protect the long-term interests of both parties in areas of compliance, payment terms and the competence and quality of the services provided.

85. Service providers will work with the Association on a month-to-month contractual basis undertaking shorter-term work.

Annual and other meetings

86. The Association shall in each year hold a general meeting as its annual general meeting in addition to any other general meeting in that year and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held at such time and place as the management committee shall determine.

87. All general meetings other than annual general meetings shall be called extraordinary general meetings. Extraordinary general meetings shall be held in each year at such time and place as the management committee shall determine. Other extraordinary general meetings shall be summoned by the Secretary on the instructions of the Chairperson or on receipt of a written request from any three full members of the Association. If the Secretary shall fail, within four days of receipt of such request, to summon an extraordinary general meeting the Chairperson or the members making such request may themselves summon the meeting.

Notice of meetings

88. An annual general meeting shall be called by twenty-one days' notice in writing at the least, and any other general meeting shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive for the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and hour of the meeting and, in the case of special business, the general nature of that business; and shall be given in any manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Association in general meeting, to such persons as are under the articles entitled to receive such notices from the Association.

Discipline, Remedial Action and Grievances

Disciplinary and Remedial Action

89. Disciplinary action may be taken by the Association against any member if the Association is presented with evidence that the member has not complied with the published Terms & Conditions.

90. Any complaint against a member falling within the relevant scope may be made by any other member or by an officer of the Association by notice to the Company Secretary, who shall refer the same to the Board of a Membership Committee.

91. The Association shall furnish to the member in respect of whom the complaint is made, notice of the complaint made against such member and of the date, time and place at which

the management committee will hear the complaint, affording reasonable time for the member to prepare its defence.

92. On the hearing of a complaint the case against the member shall be presented by the complainant or by an officer of the Association (as the Board may decide) and the member complained against shall be entitled to present its answer to the complaint either by a director or by a full-time employee of the member.

93. A written statement of the findings of the management resulting from such hearing, and of any disciplinary action recommended by the committee in the event of its determining the complaint to be well founded, shall be furnished to the member.

94. A member who is so found to have been in breach of any of its obligations under the articles or the published Terms and Conditions shall be liable:

- a. to pay to the Association such sum as shall, in the opinion of the Board and CEO, represent the loss or damage to the Association caused by the acts complained of; and/or
- b. to have its membership suspended and/or
- c. to be expelled from the Association.

Suspension

95. Suspension of membership for breach of obligations may be for a fixed period or may be for a period expressed to terminate. If such period of suspension exceeds thirty (30) days, then either we or you may upon giving written notice to the other, give notice of termination to the other in accordance with the relevant

96. Upon the termination of a fixed period of suspension, the member concerned shall again become entitled to all the rights of a member.

Expulsion

97. A member who is expelled from the Association shall automatically cease to have any rights under the articles, and shall cease to have any rights, title or interest in any funds or property of the Association, unless otherwise determined by Special Resolution.

Ratification of Suspension or Expulsion

98. Notwithstanding the foregoing provisions, no recommendation of the management committee involving the suspension or expulsion of a member shall take effect until the same have been confirmed by a special resolution or if applicable the appeals procedure referred to below has been exhausted. The management committee shall give the suspended or expelled member notice of the special resolution within seven days of the passing of the same and the

suspended or expelled member shall be entitled to invoke the appeals procedure of the Association set out in Schedule 2 to the articles.

99. Any grievance arising shall be notified to the Secretary and the Chief Executive who shall refer the same to the Board of Directors and a management committee. The provision of the articles relevant to any grievance or complaints against a member shall apply, once the necessary changes have been made, to the determination of any such grievance on the part of a member; and the aggrieved member may require the findings and recommendations of the management committee to be referred to a general meeting for confirmation or otherwise by ordinary resolution.

Part 5

ADMINISTRATIVE ARRANGEMENTS

Means of Communication to be Used

100. Subject to the articles, anything sent or supplied by or to the Association under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

101. Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by the management committee may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

102. A director may agree with the Association that notices or documents sent to that member in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than forty-eight hours.

Association Seals

103. Any common seal may only be used by the authority of the director.

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

105. Unless otherwise decided by the directors, if the Association has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

106. For the purposes of this article, an authorised person is:

- a. any director;

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

No Right to Inspect Accounts and Other Records

107. Except as provided by law or authorised by the directors or an ordinary resolution of the Association, no person other than a member of the member committee is entitled to inspect any of the Association's accounting or other records or documents merely by virtue of being a member of the Association.

Provision for employees on cessation of business

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

Indemnity

109. A relevant director or director of an associated company may be indemnified out of the Association's assets against-

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

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

111. In this article:

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

Annual Accounts, Reports and Accountancy

112. The directors shall cause to be prepared and laid before the members in general meeting a revenue account, balance sheet and any other account for the time being required by law. Each such account shall give a true and fair view of the matters to which it relates.

113. Each such revenue account, balance sheet and other account shall be prepared by a Chartered Accountancy firm, appointed and approved by the board of directors in general meeting, and a Chartered Accountancy firm so appointed shall be re-appointed for each subsequent year of account unless:

a. a resolution has been passed by the Association in general meeting appointing some other Chartered Accountancy firm providing expressly that the firm shall not be re-appointed; or

b. the appointed Accountancy firm has given to the Association notice in writing of its unwillingness to be re-appointed; or

c. the accountancy firm is ineligible for re-appointment as accountants for the current year of account; or

d. it has ceased to act as an accountancy firm by reason of incapacity.

114. Provided that where notice is given of an intended resolution to appoint some person or persons in place of a retiring accountant and the resolution cannot be proceeded with at the meeting because of the death or incapacity of that person or persons, or because he or they are ineligible for appointment as accountant for the current year, the retiring accountant shall not be automatically re-appointed by virtue of this article.

115. Every accountant for the time being shall:

a. have the right to access at all times to the Association's accounting records and to all other documents relating to its affairs;

b. be entitled to require from its officers such information and explanation as he thinks necessary for the performance of his duties as auditor;

c. be entitled to attend all general meetings of the Association and to receive all notices of and other communications relating to a general meeting which a member is entitled to receive;

d. be entitled to be heard at any meeting that he attends, on any part of the business of the meeting that concerns him as auditor.

116. The Secretary, acting on instructions of the directors, shall furnish such annual returns to such persons as may from time to time be required by law.

117. The directors shall also cause to be prepared an annual report of the Association which shall comply with all legal requirements for the time being in force and copies of such reports shall be furnished to all members and to the accounts for the time being, with the annual accounts of the Association.

118. The Association may at any stage be required to present Audited Accounts to members and under those circumstances, the board of Directors will be required to appoint an Auditor in good time to assure such audited accounts can be prepared.

Insurance

119. The directors agree to purchase and maintain every year appropriate business liability insurance, at the expense of the Association, for the benefit of any relevant director in respect of any relevant loss.

120. In this article:

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

Winding up

121. On a winding up of the Association, the members may, by special resolution, direct how the assets (if any) available for distribution after payment of all the Association's liabilities and expenses, shall be disposed of; and subject to any such resolution, the assets so available for distribution shall be divided amongst the members at the date of the resolution in proportion to the amounts paid by them by way of annual levy during the last three complete financial years of the Association prior to the date of the resolution. With the approval of a special resolution, any such distribution may be made wholly or partly in specie and the directors may for such purpose cause valuations to be made, such valuations to be binding on all members.

SCHEDULE 1

122. Membership and Licence Fee payable by members. The payment by members for membership and the licence to employ the MiB collective mark is annual and shall be reviewed periodically and published on the Association's website alongside the published terms and conditions.

123. The Association will review the Membership and Licence fee tiers once per year and make alterations as necessary in keeping with the objects of the Association and the agreed administrative powers and structure to maintain the Association.

124. An annual return of turnover tier shall be supplied by each member when they renew their membership and the Associations reserves the right to interrogate this declaration for accuracy if it has been given reason to believe the declaration is incorrect.

SCHEDULE 2

Part 1

125. This is the procedure to resolve a disagreement ("Dispute") between the Association on the one hand and on the other hand any person in the following categories:

- a. an applicant for membership of the Association whose application has been refused;
- b. a member of the Association; or
- c. a member who has been suspended or denied re-entry from the Association under Rule xx.

126. In this procedure any person within any of the above categories is referred to as "Complainant".

127. Applications by a Complainant for a decision must be made in writing, signed by or on behalf of the Complainant and sent to the Association. The application must contain:

- a. the full name and address; and
- b. a statement as to the nature of the disagreement with sufficient details to show why the Complainant is aggrieved.

128. The complaint will initially be considered by the management committee.

129. The decision of the management committee will be notified to the Complainant in writing within two months of the date on which the application was received. The notice of the decision will include:

- a. a statement of the decision;

- b. a reference to any legislation relied upon;
- c. a reference to any part of the Constitution relied on; and
- d. a reference to the Complainant's right to refer the disagreement to an expert for a decision in accordance with Part 2 of this Schedule.

130. If, in any case, a written notice of a decision is not given within the two months, an interim reply will be sent to the Complainant setting out the reasons for the delay and an expected date for issuing the decision.

131. At any time within one month from the date of the notice of a decision, a Complainant may give notice that they wish the disagreement to be determined by an expert in accordance with Part 2 of this Schedule.

Part 2

Appointment of Experts

132. CEDR Solve shall appoint the Expert to resolve the Dispute acting as an expert and not as an arbitrator ("Expert Determination").

Purpose of Expert Determination

133. Unless the Association and the Complainant (together "the Parties") subsequently agree otherwise, the Expert Determination will lead to a decision ("the Decision") being issued by the Expert. The Decision will be final and binding on the Association and the Complainant.

Confidentiality

134. The Expert Determination process will be private and confidential. The Parties, the Expert and CEDR Solve will keep it confidential except to the extent that it is necessary in order to implement the Decision or is required by law.

Independence

135. The Expert and CEDR Solve will be independent of the Parties, neutral and impartial, and do not act as advisers to the Parties.

Conduct of Expert Determination

136. The Expert will conduct the Expert Determination in accordance with procedural directions which the Expert will seek to agree with the Parties. If they cannot be agreed, the Expert's directions will prevail.

Challenge to the Procedure

137. The Parties agree that they are not permitted to challenge the Expert's rulings on issues arising during the procedure including those of the Expert's own jurisdiction.

Mediation Option

138. At any time before the issue of the Expert's decision the Parties may agree to refer the Dispute to mediation, in accordance with CEDR's Model Mediation Procedure. In that case each of the Parties notify the Expert and CEDR Solve, and the Expert Determination is suspended. If the dispute is settled by mediation, the Expert Determination comes to an end and the Parties settle the fees and expenses of the Expert and of CEDR Solve. If the dispute is not settled by mediation, the Expert Determination resumes, and if they have been acting as mediators the Expert may take up his previous role.

Reasons in the Decision

139. The Decision of the Expert shall not include reasons.

Interests

140. The Expert is empowered to award interest as part of the Decision.

Fees and Expenses

141. Unless the Parties agree otherwise, or the Expert otherwise determines, the fees and expenses of the Expert Determination will be borne by them in equal shares. The fees and expenses will be estimated by CEDR Solve and paid to CEDR Solve by the Parties in equal shares or as the Expert otherwise determines and the Parties shall enter such Expert Determination agreement as the Expert shall require as conditions precedent for the Expert Determination to start. The Expert will be paid fees and expenses. Interim bills may be raised by CEDR Solve to cover the Expert's fees at the Expert's option. A final account of the fees and expenses will be sent to the Parties by CEDR Solve when the Decision is ready for issue to the Parties and the Decision will be released on payment by the Parties of any further amounts due. CEDR Solve will reimburse the Expert. If the Parties agreed not to proceed with Expert Determination, CEDR Solve will refund a proportionate amount of the fees and expenses advanced, depending on the amount of work done by the Expert and CEDR Solve.

Implementation of the Decision

142. The Parties agree to implement the Decision within seven days of its being published to them.

Challenge to the Decision.

143. The Parties agree they are not permitted to challenge the Decision in any legal proceedings or otherwise.

No Liability

144. The Parties expressly acknowledge that neither the Expert nor CEDR Solve shall be liable to the Parties for any act or omission whatsoever in connection with any Expert Determination.

Role of CEDR Solve

145. CEDR Solve appoints the Expert. The Expert is responsible for the procedure from then on. CEDR Solve may be consulted by any of the Parties to this Agreement in case of difficulty. Should the Expert be unable to complete the task, CEDR Solve will appoint a substitute Expert within a reasonable time.

After the Decision

146. one of the Parties will call the Expert or CEDR Solve (or any employee, consultant, officer or representative of CEDR Solve) as a witness, consultant, arbitrator or expert in any litigation or arbitration in relation to the Dispute and the Expert and CEDR Solve will not act voluntarily in any such capacity without the written agreement of the Parties.

Law and Jurisdiction

147. This procedure and the agreement governing it shall be governed by English law and under the jurisdiction of the English courts. All the Parties to this Agreement agree to refer any dispute arising in connection with it to mediation first.