

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **9870493**

The Registrar of Companies for England and Wales, hereby certifies that

**INDUSTRY GROUP FOR RESPONSIBLE GAMBLING**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **12th November 2015**



\*N09870493R\*

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

# IN01(ef)

## Application to register a company

Received for filing in Electronic Format on the: 12/11/2015



X4K0B256

Company Name  
in full:

**INDUSTRY GROUP FOR RESPONSIBLE GAMBLING**

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative*

Company Type:

**Private limited by guarantee**

Situation of Registered  
Office:

**England and Wales**

Proposed Register  
Office Address:

**C/O CLINTONS 55 DRURY LANE  
COVENT GARDEN  
LONDON  
UNITED KINGDOM  
WC2B 5RZ**

*I wish to adopt entirely bespoke articles*

## *Company Secretary 1*

*Type:* **Corporate**

*Name:* **WELLINGTON HOUSE NOMINEES LTD**

*Registered or  
Principal Office  
Address:* **55 DRURY LANE  
LONDON  
UNITED KINGDOM  
WC2 5RZ**

## *European Economic Area (EEA) Company*

*Register Location:* **UNITED KINGDOM**

*Registration Number:* **02750506**

The subscribers confirm that the corporate body named has consented to act as a secretary.

*Company Director*    ***1***

*Type:*                                **Person**  
*Full forename(s):*                **MR CLIVE**

*Surname:*                            **HAWKSWOOD**

*Former names:*

*Service Address:*                **CARLISLE HOUSE 235-237 VAUXHALL BRIDGE  
LONDON  
UNITED KINGDOM  
SW1V 1EJ**

*Country/State Usually Resident:*    **UNITED KINGDOM**

*Date of Birth:*    **\*\*/09/1957**                                *Nationality:*    **BRITISH**  
*Occupation:*    **CEO**

The subscribers confirm that the person named has consented to act as a director.

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*Company Director* 2

*Type:* **Person**  
*Full forename(s):* **MRS TRACEY LOUISE**

*Surname:* **DAMESTANI**

*Former names:*

*Service Address:* **CARLISLE HOUSE 235-237 VAUXHALL BRIDGE  
LONDON  
UNITED KINGDOM  
SW1V 1EJ**

*Country/State Usually Resident:* **UNITED KINGDOM**

*Date of Birth:* **\*\*/08/1963** *Nationality:* **BRITISH**

*Occupation:* **CHIEF EXECUTIVE**

The subscribers confirm that the person named has consented to act as a director.

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*Company Director*    **3**

*Type:*                            **Person**  
*Full forename(s):*            **MR JOHN**

*Surname:*                      **WHITE**

*Former names:*

*Service Address:*            **134-136 BUCKINGHAM PALACE ROAD**  
                                 **LONDON**  
                                 **UNITED KINGDOM**  
                                 **SW1W 9SA**

*Country/State Usually Resident:*    **UNITED KINGDOM**

*Date of Birth:*    **\*\*/08/1962**                      *Nationality:*    **BRITISH**  
*Occupation:*    **CHIEF EXECUTIVE**

The subscribers confirm that the person named has consented to act as a director.

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*Company Director* 4

*Type:* **Person**  
*Full forename(s):* **MR MILES**

*Surname:* **BARON**

*Former names:*

*Service Address:* **LEXHAM HOUSE 75 HIGH STREET NORTH  
DUNSTABLE  
BEDS  
UNITED KINGDOM  
LU6 1JF**

*Country/State Usually Resident:* **UNITED KINGDOM**

*Date of Birth:* **\*\*/08/1961** *Nationality:* **BRITISH**  
*Occupation:* **CEO**

The subscribers confirm that the person named has consented to act as a director.

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*Company Director*    **5**

*Type:*                                **Person**  
*Full forename(s):*                **MR MALCOLM**

*Surname:*                           **GEORGE**

*Former names:*

*Service Address:*                **WARWICK HOUSE 25 BUCKINGHAM PALACE ROAD**  
   **LONDON**  
   **UNITED KINGDOM**  
   **SW1W 0PP**

*Country/State Usually Resident:*    **UNITED KINGDOM**

*Date of Birth:*    **\*\*/05/1963**                                *Nationality:*    **BRITISH**  
*Occupation:*    **CEO**

The subscribers confirm that the person named has consented to act as a director.



## Statement of Guarantee

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*I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :*

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

*Name:*        **THE ASSOCIATION OF BRITISH BOOKMAKERS**

*Address:*    **WARWICK HOUSE 25 BUCKINGHAM PALACE        *Amount Guaranteed:*    1.00**  
                 **ROAD**  
                 **LONDON**  
                 **UNITED KINGDOM**  
                 **SW1W 0PP**

*Name:*        **THE BINGO ASSOCIATION**

*Address:*    **LEXHAM HOUSE 75 HIGH STREET NORTH        *Amount Guaranteed:*    1.00**  
                 **DUNSTABLE**  
                 **HERTS**  
                 **UNITED KINGDOM**  
                 **LU6 1JF**

*Name:*        **BRITISH AMUSEMENT CATERING TRADES ASSOCIATION**

*Address:*    **134-136 BUCKINGHAM PALACE ROAD        *Amount Guaranteed:*    1.00**  
                 **LONDON**  
                 **UNITED KINGDOM**  
                 **SW1W 9SA**

*Name:*        **NATIONAL CASINO FORUM**

*Address:*    **CARLISLE HOUSE 235-237 VAUXHALL BRIDGE        *Amount Guaranteed:*    1.00**  
                 **LONDON**  
                 **UNITED KINGDOM**  
                 **SW1V 1EJ**

*Name:*      **REMOTE GAMBLING ASSOCIATION LIMITED**

*Address:*    **31 SOUTHAMPTON ROW  
LONDON  
UNITED KINGDOM  
WC1B 5HJ**

*Amount Guaranteed:*    **1.00**

## Statement of Compliance

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:* **STANLEY DAVIS GROUP LTD**

*Agent's Address:* **41 CHALTON STREET  
LONDON  
GREATER LONDON  
UNITED KINGDOM  
NW1 1JD**

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## *Authorisation*

*Authoriser Designation:* **agent**

*Authenticated:* **Yes**

*Agent's Name:* **STANLEY DAVIS GROUP LTD**

*Agent's Address:* **41 CHALTON STREET  
LONDON  
GREATER LONDON  
UNITED KINGDOM  
NW1 1JD**

## **COMPANY NOT HAVING A SHARE CAPITAL**

### **Memorandum of Association of INDUSTRY GROUP FOR RESPONSIBLE GAMBLING**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Method of authentication: Electronic

Name of subscriber(s)

THE ASSOCIATION OF BRITISH BOOKMAKERS

THE BINGO ASSOCIATION

BRITISH AMUSEMENT CATERING TRADES ASSOCIATION

NATIONAL CASINO FORUM

REMOTE GAMBLING ASSOCIATION LIMITED

Dated: 12 November 2015

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**INDUSTRY GROUP FOR RESPONSIBLE GAMBLING (the  
“Company”)**

**(Adopted by special resolution passed on 2015)**

**INTRODUCTION**

**1. INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006,

**Annual General Meeting:** means an annual general meeting of the Members to be held under clause 24,

**Appointor:** has the meaning given in article 15.1,

**Articles:** means the Company’s articles of association for the time being in force,

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

**Chairman:** has the meaning given in article 10,

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

**Eligible Director:** means a director of the Company who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to article 12, any director whose vote is deemed ineffective under s.175(6) of the Act in respect of the particular matter),

**Member:** means a member of the Company, and

**Model Articles:** means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered “**Model Article**” is a reference to that article of the Model Articles.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an “**article**” is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation from time to time made under it, and
- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Model Articles 2, 7, 8, 9(1), 11(2) and (3), 12, 13, 14(1), (2), (3) and (4), 17(2), 21, 22(2), 30(2), 35, 38 and 39 shall not apply to the Company.
- 1.9 Model Article 20 shall be amended by the insertion of the words “(including alternate directors) and the secretary” before the words “properly incur”.

## **2. OBJECT**

- 2.1 The object for which the Company is established is to promote socially responsible gambling within the British gambling industry, in support of the three licensing objectives in Section 1 of the Gambling Act 2005 and any subsequent amendment to or reinstatement of similar objectives in any legislation from time to time in force and to raise awareness of good practice as regards socially responsible gambling.
- 2.2 The activities of the Company should where considered appropriate by the directors be complementary to the work of any other organisation that is active in the field of promoting responsible gaming, including but not exclusive to charities, academics, government departments and regulators.

## **3. POWERS**

In pursuance of the object set out in article 2, the Company has the power to:

- 3.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal

and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company,

- 3.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets,
- 3.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit,
- 3.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world,
- 3.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary,
- 3.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way,
- 3.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same,
- 3.8 enter into contracts to provide services to or on behalf of other bodies,
- 3.9 provide and assist in the provision of money, materials or other help,
- 3.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments,
- 3.11 incorporate subsidiary companies to carry on any trade, and
- 3.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.1.

#### **4. INCOME**

- 4.1 The income and property of the Company shall be applied solely in promoting the object of the Company as set out in article 2.1.

4.2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:

4.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company,

4.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate,

4.2.3 reasonable and proper rent for premises demised or let by any Member or director, or

4.2.4 reasonable out-of-pocket expenses properly incurred by any director.

## **5. WINDING UP**

On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by the Members at the time of winding up or dissolution.

## **6. GUARANTEE**

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

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

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

6.3 adjustment of the rights of the contributories among themselves.

## **DIRECTORS**

### **7. UNANIMOUS DECISIONS**

7.1 All decision-making by directors must be taken by a unanimous decision of the Eligible Directors taken in accordance with this article 7.

7.2 Subject to article 7.3, a decision of the directors is taken in accordance with this article when at a duly convened meeting of the board of directors, those directors present who are Eligible Directors or outside of a meeting of the board of directors, all Eligible Directors, vote in favour of the proposal or indicate to each other by any means that they share a common view on a matter.

7.3 Eligible Directors shall be permitted to abstain from voting on a proposal. Subject to article 7.4, the fact that one or more Eligible Director may abstain shall not defeat



the proposal if the non-abstaining Eligible Directors vote in favour of the proposal or indicate to each other by any means that they share a common view on a matter.

7.4 A decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

7.5 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 or if all the Eligible Directors abstain on the proposal.

## **8. DIRECTORS' MEETINGS**

8.1 Subject to article 8.3, there shall be at least two meetings of the directors in each calendar year.

8.2 To the extent that he or she is not appointed as a director, the Chief Executive officer (or person holding equivalent office) of each Member shall be invited to attend meetings of the directors as an observer. Other persons may also be invited to attend meetings of the directors as observers, but shall not be entitled to vote, or speak other than with the consent of the Board.

8.3 Any director may call a directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

8.4 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

8.5 The directors and any Member present at a meeting of the directors shall keep confidential any matters of a confidential, sensitive or private nature and representatives of the Members shall procure that their Members do the same.

## **9. QUORUM FOR DIRECTORS' MEETINGS**

9.1 Subject to article 9.2, the quorum for the transaction of business at a meeting of directors is:

9.1.1 if the Company has 5 or fewer directors, the quorum shall be one fewer than the number of directors;

9.1.2 if the Company has 6 to 10 directors (inclusive), the quorum shall be two fewer than the number of directors; and

9.1.3 if the Company has more than 10 directors, the quorum shall be three fewer than the number of directors.

9.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 12 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (defined in article 12.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

9.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

9.3.1 to appoint further directors, or

9.3.2 to call a general meeting so as to enable the Members to appoint further directors.

## 10. CHAIRMAN AND VICE CHAIRMAN

10.1 The directors shall appoint a Chairman and a Vice Chairman and may remove a Chairman or Vice Chairman so appointed. The posts of Chairman and Vice Chairman may (but do not have to be) held by a CEO (or equivalent officer) of one of the Members. If the Chairman or Vice Chairman is held by a CEO (or equivalent officer) of one of the Members he or she shall be designated an **Executive Chairman** or **Executive Vice Chairman**, as the case may be. If the post of Chairman is held by someone other than a CEO (or equivalent officer) of one of the Members, he or she shall be designated a **Non-executive Chairman** and if the post of Vice Chairman is held by someone who is not a CEO (or equivalent officer) of one of the Members he or she shall be designated a **Non-executive Vice Chairman**.

10.2 The role of the Chairman shall be to chair meetings of the directors and to ensure the good order and affairs of the Company are maintained. The role of the Vice Chairman shall be to chair meetings of the board of directors in the absence of the Chairman and for as long as there is no Chairman appointed, to fulfil the role of the Chairman until a Chairman is appointed.

10.3 If neither the Chairman nor the Vice Chairman is participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it. The person so appointed for that meeting shall be known as the chairman.

10.4 The decision as to who shall hold the post of the Chairman and the Vice Chairman shall be decided by the board of directors in accordance with article 7 but the first Chairman and the first Vice Chairman shall hold office from the date of their appointment, unless terminated earlier, until the next board meeting following the first anniversary of incorporation of the Company. Subsequent appointees shall, unless their appointment is terminated earlier, hold office for a year or until the board meeting at which he or she is replaced. If the directors are unable to decide who should be appointed to the post of Chairman or Vice Chairman at a duly convened board meeting convened for this purpose, the matter will fall to be determined by ordinary resolution of the Members.

10.5 For as long as the Chairman or the Vice Chairman is a Non-executive Chairman or a Non-executive Vice Chairman, he or she shall not be entitled to vote on any matters decided under article 7 and for the avoidance of doubt he or she shall be deemed not to be an Eligible Director (other than to the extent he or she is acting as an alternate for another Eligible Director and subject to article 16). An Executive Chairman and an Executive Vice Chairman shall be entitled to vote on any matters to be decided under article 7, subject to he or she being an Eligible Director and for the avoidance of doubt, an Executive Chairman or Executive Vice Chairman who is also a director

shall not be an Eligible Director in relation to any decision as to whether to remove him or her from the position of Chairman or Vice Chairman (as the case may be).

## **11. CASTING VOTE**

The Chairman or other director chairing the meeting shall not have a casting vote.

## **12. DIRECTORS' CONFLICTS OF INTEREST**

12.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest.

12.2 Any authorisation under this article 12 shall be effective only if:

12.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,

12.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and

12.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

12.3 Any authorisation of a Conflict under this article 12 may (whether at the time of giving the authorisation or subsequently):

12.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,

12.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,

12.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,

12.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,

12.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and

12.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be

excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

- 12.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 12.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 12.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 12.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 12.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
  - 12.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested,
  - 12.7.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,
  - 12.7.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
  - 12.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
  - 12.7.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

### **13. RECORDS OF DECISIONS TO BE KEPT**

- 13.1 The Directors present at any meeting of the board of directors of the Company shall be responsible for promptly preparing and circulating amongst all board members, minutes of all board meetings held by the Company.
- 13.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

### **14. APPOINTMENT AND NUMBER OF DIRECTORS**

- 14.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.
- 14.2 For as long as it remains a Member of the Company, each Member may appoint and maintain on the board one director and remove a director so appointed.

### **15. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

- 15.1 Any director (other than an alternate director and other than the Chairman if he is a Non-executive Chairman) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
  - 15.1.1 exercise that director's powers, and
  - 15.1.2 carry out that director's responsibilities,in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor.
- 15.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.
- 15.3 The notice must:
  - 15.3.1 identify the proposed alternate, and
  - 15.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

### **16. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

- 16.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor.
- 16.2 Except as the Articles specify otherwise, alternate directors:
  - 16.2.1 are deemed for all purposes to be directors,

- 16.2.2 are liable for their own acts and omissions,
- 16.2.3 are subject to the same restrictions as their Appointors, and
- 16.2.4 are not deemed to be agents of or for their Appointors

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

16.3 A person who is an alternate director but not a director:

- 16.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating),
- 16.3.2 may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate), and
- 16.3.3 shall not be counted as more than one director for the purposes of articles 16.3.1 and 16.3.2.

16.4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Director in relation to that decision) but shall not count as more than one director for the purposes of determining whether a quorum is present.

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

## 17. TERMINATION OF ALTERNATE DIRECTORSHIP

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

- 17.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- 17.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director,
- 17.1.3 on the death of the alternate's Appointor, or
- 17.1.4 when the alternate director's Appointor ceases to be a director for whatever reason.

## **18. SECRETARY**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

## **19. CHANGE OF COMPANY NAME**

The name of the Company may be changed by:

19.1.1 a decision of the directors, or

19.1.2 a special resolution of the Members,

or otherwise in accordance with the Act.

## **20. APPLICATION FOR MEMBERSHIP**

20.1 Membership of the Company shall be limited to the trade associations (or representatives of trade association(s) where the association has no separate legal personality) of the amusement and arcades, bingo, bookmakers, casino and remote gambling industries of Great Britain and any other association whose primary purpose is that of a trade association for businesses engaged in the provision of gambling opportunities or services in Great Britain.

20.2 The directors of the Company may amend or prescribe additional criteria for membership of the Company and establish different classes of membership as they see fit.

20.3 Applicants for membership of the Company must complete an application for membership in the form approved by the directors of the Company from time to time and have their application for membership proposed by one and seconded by another director of the Company.

20.4 Properly constituted applications for membership shall be considered at the next meeting of the directors. The directors of the Company shall have absolute discretion to accept or decline any application for membership for any lawful purpose notwithstanding that the applicant may purport to meet the membership criteria and the Company need not give its reasons.

20.5 The directors shall cause a letter to be sent to each successful applicant confirming its membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the Company Secretary.

20.6 All Members must pay to the Company on becoming a Member and thereafter annually on the 1 April in each year a membership fee of such amount as may be determined by the directors of the Company from time to time.

## **21. TRANSFER OF MEMBERSHIP**

Membership of the Company is non-transferable.

## **22. WITHDRAWAL OF MEMBER**

- 22.1 A Member may withdraw from membership of the Company by giving 7 days' notice in writing to the Company Secretary.
- 22.2 Upon ceasing to be a Member, the Company Secretary shall remove the relevant name from the register of Members.

## **23. EXPULSION OF MEMBER**

- 23.1 The directors may terminate the membership of any Member without its consent by giving it written notice if, in the reasonable opinion of the directors:

- 23.1.1 The Member is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute, or
- 23.1.2 It has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole, or
- 23.1.3 It has failed to observe the terms of these Articles or any rules adopted by the board pursuant to Article 29, or
- 23.1.4 It has failed to attend three successive meetings of the Members or its appointee to the board (if any) has failed to attend 3 successive meetings of the directors;

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

- 23.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person (acting alone or by a representative) as to why its membership should not be terminated. The directors must consider any representations made by the Member or its representative and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the membership of a Member. For the avoidance of doubt, any director appointed by a Member to whom a notice is given shall not be an Eligible Director in relation to the decision as to whether or not to terminate the membership of the Member who appointed him or her to the board.
- 23.3 A Member whose membership is terminated under this Article shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to the Company any subscription or other sum owed by it.

## **DECISION MAKING BY MEMBERS**

### **24. MEETINGS OF MEMBERS**

- 24.1 The Company shall hold a first annual general meeting of the Members within 15 months of its incorporation and successive annual general meetings within 15 months after the previous annual general meeting.



- 24.2 Subject to the Act, Members may propose such business to be considered at the Annual General Meeting as they consider appropriate.

## **25. VOTES OF MEMBERS**

Subject to the Act, at any general meeting every Member who is present in person (or by proxy) shall on a show of hands have one vote and every Member present in person (or by proxy) shall on a poll have one vote.

## **26. POLL VOTES**

- 26.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 26.2 Article 30(3) of the Model Articles shall be amended by the insertion of the words “A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made” as a new paragraph at the end of that article.

## **27. PROXIES**

- 27.1 Article 31(1)(d) of the Model Articles shall be deleted and replaced with the words “is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate”.
- 27.2 Article 31(1) of the Model Articles shall be amended by the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid unless the directors, in their discretion, accept the notice at any time before the meeting” as a new paragraph at the end of that article.

## **ADMINISTRATIVE ARRANGEMENTS**

### **28. MEANS OF COMMUNICATION TO BE USED**

- 28.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 28.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),
  - 28.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
  - 28.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

- 28.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

- 28.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

## **29. RULES**

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

## **30. INDEMNITY AND INSURANCE**

- 30.1 Subject to article 30.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

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

30.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 30.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 30.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

- 30.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

- 30.4 In this article:

- 30.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- 30.4.2 a “relevant loss” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company, and
- 30.4.3 a “relevant officer” means any director or other officer or former director or other officer of the Company, but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

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