

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **12085719**

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

### **UNITE TO REMAIN**

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 **4th July 2019**



\* N12085719K \*



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **04/07/2019**

X88ZSM1C

*Company Name in full:* **UNITE TO REMAIN**

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

*Company Type:* **Private company limited by guarantee**

*Situation of Registered Office:* **England and Wales**

*Proposed Registered Office Address:* **81A ENDELL STREET  
LONDON  
UNITED KINGDOM WC2H 9DX**

*Sic Codes:* **94920**

***Company Director*** *1*

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

## ***Persons with Significant Control (PSC)***

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### **Statement of initial significant control**

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**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

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## ***Relevant Legal Entity (RLE) details***

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***Company Name:*** MAINSTAY UK LIMITED

***Service Address:*** 81A ENDELL STREET  
LONDON  
UNITED KINGDOM  
WC2H 9DX

***Legal Form:*** CORPORATE

***Governing Law:*** UNITED KINGDOM (ENGLAND AND WALES)

***Register Location:*** COMPANIES HOUSE

***Country/State:*** ENGLAND AND WALES

***Registration Number:*** 10495335

<i>Nature of control</i>	<b>The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.</b>
<i>Nature of control</i>	<b>The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.</b>

## ***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:

- payments 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:*** **MAINSTAY UK LIMITED**

***Address*** **81A ENDELL STREET  
LONDON  
UNITED KINGDOM  
WC2H 9DX**

***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.*

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## ***Authorisation***

*Authoriser Designation:* **subscriber**

*Authenticated* **YES**

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**COMPANY NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM OF ASSOCIATION OF**

**Unite to Remain**

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.

---

Name of each subscriber

Authentication by each subscriber

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Mainstay UK Limited

Dated: 4 July 2019

**The Companies Act 2006**

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

**Articles of Association**

**of**

**Unite to Remain**

**Company No:**



10 Queen Street Place, London EC4R 1BE  
[bateswells.co.uk](http://bateswells.co.uk)

# The Companies Act 2006

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

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# **The Companies Act 2006**

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

### **Articles of Association of Unite to Remain**

#### **Company No:**

#### **INTERPRETATION**

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

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

#### **OBJECTS AND POWERS**

##### **2. Objects**

2.1 The objects of the Company are:

2.1.1 to support the United Kingdom's continued membership of, or as close as possible a relationship with, the European Union including but not limited to by means of support of political parties, political candidates, and other organisations; and

2.1.2 such other philanthropic or charitable objects as may be agreed by the Sole Member.

##### **3. Powers**

3.1 To further its objects the Company may:

3.1.1 provide and assist in the provision of money, materials or other help;

3.1.2 support candidates and/or political parties standing in UK parliamentary, local and EU elections;

3.1.3 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions whether in the UK or internationally regarding the reform, development and implementation of appropriate policies, legislation and regulations;

3.1.4 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 Company's objects in any way;

3.1.5 enter into contracts to provide services to or on behalf of other bodies;

3.1.6 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

- 3.1.7 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit;
- 3.1.8 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation;
- 3.1.9 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;
- 3.1.10 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.11 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.12 arrange for investments or other property of the Company to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.13 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or Company;
- 3.1.14 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;
- 3.1.15 accept (or disclaim) gifts of money and any other property;
- 3.1.16 raise funds by way of subscription, donation or otherwise;
- 3.1.17 make donations and/or provide support otherwise than in cash, including but not limited to donations regulated by the Political Parties, Elections and Referendums Act 2000 and Part 14 of the Companies Act 2006 (subject to the company having complied with the requirements of that provision prior to making a donation regulated by the Companies Act 2006) to individuals and bodies where such donation or support is in the reasonable opinion of the Directors likely to further the objects of the Company;
- 3.1.18 incur political expenditure within the meaning of Part 14 of the Companies Act 2006, provided the company has complied with the requirements of that provision of the Companies Act 2006 prior to incurring such expenditure;
- 3.1.19 incorporate and acquire subsidiary companies to carry on any activity or trade;
- 3.1.20 subject to Article 4:
  - (a) engage and pay employees, consultants and professional or other advisers; and
  - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.1.21 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;

- 3.1.22 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.23 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Company; and
- 3.1.24 do all such other lawful things as may further the Company's objects.

#### **4. Income**

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 No part of the income or property of the Company may be paid or transferred directly, or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company. Nothing in these Articles shall prevent any payment in good faith by the Company of:
  - 4.2.1 payments to a member of the Company as a donation by the Company in furtherance of the Company's objects;
  - 4.2.2 reasonable and proper remuneration to any member, Director, officer or servant of the Company for any services rendered to the Company;
  - 4.2.3 reasonable and proper remuneration to a Director for services to the Company as a Director;
  - 4.2.4 payment to any member, Director, officer or servant of the Company under a contract of employment;
  - 4.2.5 any interest on money lent by any member or any Director at a reasonable and proper rate;
  - 4.2.6 reasonable and proper rent for premises demised or let by any member or Director; or
  - 4.2.7 reasonable out-of-pocket expenses properly incurred by any Director or member.

#### **LIMITATION OF LIABILITY AND INDEMNITY**

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

- 5.1 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 it being wound up while he, she or it is a member or within one year after ceasing to be a member, for:
  - 5.1.1 payment of the Company's debts and liabilities contracted before it ceases to be a member; and
  - 5.1.2 payment of the costs, charges and expenses of winding up.

6. **Indemnity**

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

**DIRECTORS**

***DIRECTORS' POWERS AND RESPONSIBILITIES***

7. **Directors' general authority**

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

8. **Chair**

The Sole Member may appoint one of the Directors by written notice to the Company to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from that office.

9. **Directors may delegate**

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

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

9.3 Any delegation by the Directors may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit.

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

9.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions, at any time without cause (provided that the Directors take all reasonable steps to notify the committee or person to whom a delegation has been made prior to revocation).



- 9.6 Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine and, subject to the terms and conditions of that appointment, terminate such appointment at any time without cause (provided that the Directors take all reasonable steps to notify the committee or person who has been so appointed prior to termination of that appointment).

## 10. **Advisory Council**

- 10.1 The Sole Member and the Directors shall agree terms for the composition, powers and role of an Advisory Council and such other matters relating to the governance and decision-making of the Company as may be agreed between them (the **Regulations**). The Regulations may provide that the Advisory Council, whilst having no executive authority in relation to the Company, may veto certain categories of decision (**Reserved Matters**) where the Advisory Council reasonably believes that the decision would not be in the interests of the Company in pursuing its objects. Reserved Matters may include (but do not have to be limited to):

- (a) changing of the Company's name;
- (b) any transfer of the Sole Member's interest in the Company;
- (c) the addition of new members to the Company; and
- (d) any single item of expenditure by the Company over £100,000.

- 10.2 Subject to the Regulations:

- 10.2.1 the Advisory Council's role will broadly be to provide advice to the board of Directors and staff on issues within its remit and to ensure good standards of governance and integrity in the Company's decision making processes;
- 10.2.2 the members of the Advisory Council shall be appointed by a decision of the Sole Member for such term or terms as the Sole Member may in its absolute discretion determine and shall comprise of individuals who possess skills and experience relevant to the Company's objects who work in the political field;
- 10.2.3 the Advisory Council shall not consist of a majority of members or representatives of one political party; and
- 10.2.4 the Sole Member may appoint a chair of the Advisory Council by written notice to the Company who may only be removed from that role by written notice of the Sole Member to the Company (the **Advisory Council Chair**).

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

- 11.1 In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:
  - 11.1.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;

11.1.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and

11.1.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

## **12. Power to make rules**

12.1 The Directors may establish rules governing matters relating to the Company that are required from time to time for the effective operation of the Company. The Directors may establish multiple sets of rules. The Directors may amend the rules established under this Article, subject to any provision within the rules regulating how amendments may be made. Rules established pursuant to this Article 12.1 shall be known as the Company's Rules.

12.2 The Directors shall exercise their powers in accordance with and subject to the Company's Rules, if any, to the extent applicable, unless the applicable rule is inconsistent with any provision of the Articles, in which case the terms of the Articles shall prevail.

12.3 The Directors shall also exercise their powers in accordance with and subject to the Regulations, to the extent applicable. The Regulations shall prevail over both the Articles and the Rules in the case of conflict.

## ***DECISION-MAKING BY DIRECTORS***

### **13. Directors to take decisions collectively**

13.1 Any decision of the Directors must be either:

13.1.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 18); or

13.1.2 a majority decision taken in accordance with Article 19.

### **14. Calling a Directors' meeting**

14.1 Any Director or the Sole Member may (and the Secretary, if any, must at the request of any Director) call a Directors' meeting.

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

14.2.1 all the Directors agree; or

14.2.2 urgent circumstances require shorter notice.

14.3 In deciding on the date and time of any Directors' meeting, the Directors or Sole Member calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Directors as practicable are likely to be available to participate.

14.4 Notice of Directors' meetings must be given to each Director, the Advisory Council Chair and Sole Member.

- 14.5 Every notice calling a Directors' meeting must specify:
- 14.5.1 the place, day and time of the meeting;
  - 14.5.2 the general nature of the business to be considered at such meeting; and
  - 14.5.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 14.6 Notice of Directors' meetings need not be in Writing.
- 14.7 Article 30 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director, Advisory Council Chair and Sole Member for the purpose.
15. **Participation in Directors' meetings**
- 15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 15.1.1 the meeting has been called and takes place in accordance with the Articles; and
  - 15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 15.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 15.4 The Advisory Council Chair and the Sole Member may attend and participate in Directors' meetings as observers and shall be entitled to receive notice of such meetings and papers circulated for the meeting, but shall not exercise any rights of a Director including voting at such a meeting or counting towards the meeting's quorum.
16. **Quorum for Directors' meetings**
- 16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 16.2 Subject to Article 16.3, 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. For the avoidance of doubt a Director required to comply with Article 20.5 (Conflicts of Interest) shall not count in the quorum in relation to the decision under discussion unless Article 20.6 applies.
- 16.3 For such period after the incorporation of the Company where there is only one director, the quorum shall be one. After the appointment of a second director, Article 16.2 shall apply.

- 16.4 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 invite the Sole Member to appoint further Directors.
- 16.5 If there are no Directors of the Company, then the Sole Member may appoint a sufficient number of Directors to the board as is necessary for a quorum to be formed.
- 16.6 If at any time the Company has no Directors and no members, then the Advisory Council shall in accordance with the Regulations appoint a new member of the Company who shall then be able to appoint new Directors.
17. **Chairing of Directors' meetings**
- The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.
18. **Casting vote**
- 18.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.
- 18.2 Article 18.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.
19. **Directors' decisions without a meeting**
- 19.1 A decision is taken in accordance with this Article 19 when a majority of the Directors indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Directors cannot rely on this Article to make a decision if one or more of the consenting Directors (including the Chair) has a Conflict of Interest which, under Article 20, results in them not being entitled to vote and this results in there not being a consenting majority of Directors, unless Article 20.6 applies.
- 19.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each consenting Director or to which each consenting Director has otherwise indicated agreement in Writing.
- 19.3 A decision which is made in accordance with this Article 19 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 19.3.1 approval from each consenting Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;
- 19.3.2 following receipt of responses from the consenting Directors, the Recipient must communicate to all of the Directors (by any means) whether the resolution has been formally approved by the Directors in accordance with this Article 19.3;

- 19.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- 19.3.4 the Recipient must prepare a minute of the decision in accordance with Article 34 (Minutes).

## 20. **Director interests and management of conflicts of interest**

### ***Declaration of interests***

- 20.1 Unless Article 20.2 applies, a Director must declare the nature and extent of:
  - 20.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and
  - 20.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.
- 20.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

### ***Participation in decision-making***

- 20.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.
- 20.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company by reason of the Director or any person who is Connected with him or her receiving a benefit under the indemnity set out at Article 6, he or she may participate in the decision-making process and may be counted in the quorum and vote. Otherwise, he or she must comply with Article 20.5.
- 20.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 20.5, he or she must:
  - 20.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;
  - 20.5.2 not be counted in the quorum for that part of the process; and
  - 20.5.3 withdraw during the vote and have no vote on the matter.
- 20.6 Where the provisions of Article 20.5 would mean that the total number of Directors able to count in the quorum for a decision is less than the quorum under Article 16, the Sole Member may by ordinary resolution resolve to authorise a Director's conflict in order to allow the Directors to make a quorate decision.

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

- 20.7 Where a Director or person Connected with him or her has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:
- 20.7.1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
- 20.7.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

### **21. Register of Directors' interests**

The Directors must ensure a register of Directors' interests is kept.

### **22. Validity of Director actions**

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

## ***APPOINTMENT AND RETIREMENT OF DIRECTORS***

### **23. Number of Directors**

There shall be at least one Director.

### **24. Appointment of Directors and retirement of Directors**

- 24.1 Those persons notified to the Registrar of Companies as the first directors of the Company shall be the first Directors.
- 24.2 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 25, may be appointed to be a Director by written notice of the Sole Member to the Company.

#### ***Minimum age***

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

#### ***Automatic Retirement***

- 24.4 Each Director shall retire from office at the third Annual Retirement Meeting following the commencement of his or her term of office. The retirement takes effect at the conclusion of the meeting.
- 24.5 The Annual Retirement Meeting shall be the meeting of the Directors at which the accounts of the Company are adopted.

### ***Reappointment***

- 24.6 Retiring Directors may be reappointed but a Director who has served for three consecutive terms of office must take a break from office and may not be reappointed until the earlier of:
- 24.6.1 the anniversary of the commencement of his or her break from office; and
- 24.6.2 the Annual Retirement Meeting following the Annual Retirement Meeting at which his or her break from office commenced.
- 24.7 If the retirement of a Director under Article 24.4 causes the number of Directors to fall below that set out in Article 23 then the retiring Director shall remain in office until a new appointment is made.

### ***Timing of retirement***

- 24.8 A Director who retires at a Directors' meeting shall retain office until either:
- 24.8.1 the meeting appoints someone in his or her place; or
- 24.8.2 (if no one is appointed in his or her place) until the end of the meeting.

### ***General***

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

## **25. Disqualification and removal of Directors**

- 25.1 A Director shall cease to hold office if:
- 25.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 25.1.2 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect); or
- 25.1.3 the Company receives written notice from the Sole Member (having consulted with the Advisory Council) that he or she be removed from office.
- 25.2 A Director shall also cease to hold office, subject to the agreement of the Sole Member by written notice to the Company having consulted with the Advisory Council, if:
- (a) the Directors determine that he or she ceases to support the objects of the Company;
- (b) the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office; or
- (c) he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason.

## **MEMBER**

### **26. Sole Member**

26.1 The Company shall have a Sole Member. The Sole Member and any successor members, and where a member is a Corporate Member then that company's directors and members, shall not consist of a majority of members or representatives of one political party.

26.2 On incorporation of the Company the sole member shall be Mainstay UK Limited.

26.3 The Sole Member at any time by notice in writing may appoint a successor to Sole Member, being an individual or a Corporate Member, but the original Sole Member shall not cease to be the Sole Member until the replacement Sole Member becomes a member.

26.4 If the Sole Member, being a Corporate Member:

26.4.1 goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency, or has an administrator or a receiver or an administrative receiver appointed over all its assets, or an order made or a resolution passed for its winding up, or ceases to exist or dies (if an individual) or refuses to continue acting as the Sole Member, the Sole Member's membership shall automatically cease, and the Directors then in office shall appoint a new Sole Member;

26.4.2 in the event of a bona fide reconstruction of the Sole Member without insolvency the Sole Member's successor organisation shall automatically become the Sole Member of the Company.

26.4.3 shall appoint an individual to represent it at meetings of the Company and the name of such representative or its alternate from time to time and the fact that he or she is the representative of the Sole Member or is an alternate of such representative shall be noted in the register of members. The Sole Member shall be able to replace its representative and his or her alternate with another individual by giving notice in Writing to the Company.

26.5 If the Sole Member is an individual, on that individual's death the Directors then in office shall appoint a new Sole Member.

### **27. Voting**

27.1 The Sole Member will have a single vote.

### **28. Member meetings**

28.1 Subject to the provisions of the Companies Acts and these Articles, the Company shall dispense with the holding of general meetings for so long as there is a Sole Member and resolutions of the Company shall be passed by way of written resolution in accordance with Article 29.

28.2 If, in accordance with the Companies Acts, a general meeting is required to be called, then the provisions of Part 3 of Schedule 2 of the Companies (Model Articles) Regulations 2008 shall apply to the meeting. Accordingly, the Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak and vote at it.



## **WRITTEN RESOLUTIONS**

### **29. Written resolutions**

#### ***General***

- 29.1 Subject to this Article 29 a written resolution agreed by the Sole Member shall be effective.
- 29.2 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

#### ***Circulation***

- 29.3 A copy of the proposed written resolution must be sent to the Sole Member together with a statement informing the Sole Member how to signify his, her or its agreement and the date by which the resolution must be passed if it is not to lapse.
- 29.4 The Sole Member must signify its/his/her agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 29.5 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts.

#### ***Signifying agreement***

- 29.6 The Sole Member signifies his, her or its agreement to a proposed written resolution when the Company receives from him, her or it (or from someone acting on his, her or its behalf) an authenticated Document:
- 29.6.1 identifying the resolution to which it relates; and
- 29.6.2 indicating the Sole Member's agreement to the resolution.
- 29.7 For the purposes of Article 29.6:
- 29.7.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
- 29.7.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:
- (a) the identity of the sender is confirmed in a manner specified by the Company; or
  - (b) where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
- 29.8 If the Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **30. Communications by the Company**

#### ***Methods of communication***

- 30.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:
- 30.1.1 in Hard Copy Form;
- 30.1.2 in Electronic Form; or
- 30.1.3 by making it available on a website.
- 30.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.
- 30.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.

#### ***Deemed delivery***

- 30.4 The Sole Member present in person or by proxy or via their authorised representative if a Corporate Member at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 30.5 Where any Document or information is sent or supplied by the Company to the Sole Member:
- 30.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 30.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 30.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
  - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

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

***Failed delivery***

- 30.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:
- 30.7.1 if the Document or information has been sent to the Sole Member or Director and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's or Director's postal address as shown in the Company's register of members or Directors, but may in its discretion choose to do so;
- 30.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the Sole Member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
- 30.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

***Exceptions***

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

**31. Communications to the Company**

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

**32. Secretary**

- 32.1 A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
- 32.1.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and
- 32.1.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

**33. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental

informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

**34. Minutes**

34.1 The Directors must ensure minutes are made:

34.1.1 of all appointments of officers made by the Directors;

34.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

34.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

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

**35. Records and accounts**

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

35.1.1 annual reports;

35.1.2 annual statements of account; and

35.1.3 annual returns or confirmation statements.

35.2 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a member.

35.3 The Directors shall also comply with the requirements of the Political Parties, Elections and Referendums Act 2000 and any other applicable electoral regulation as to maintaining and submitting requisite records of political finance and activities where applicable.

**36. Exclusion of model articles**

Except where expressly stated otherwise, the relevant model articles for a company limited by guarantee are hereby expressly excluded.

**WINDING UP**

**37. Winding up**

37.1 On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the members (except to a member that qualifies under this

Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the members (or a resolution of the Sole Member if there is a Sole Member) at or before the time of winding up or dissolution and, subject to any such resolution of the members, may be made by resolution of the Directors at or before the time of winding up or dissolution.

## SCHEDULE

### INTERPRETATION – DEFINED TERMS

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

	<b>Term</b>	<b>Meaning</b>
1.1	<b>“Address”</b>	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	<b>“Advisory Council”</b>	the council established under Article 10;
1.3	<b>“Advisory Council Chair”</b>	the chair of the Advisory Council, if any, as appointed by the Sole Member in accordance with Article 10.2.4;
1.4	<b>“Articles”</b>	the Company’s articles of association;
1.5	<b>“Chair”</b>	has the meaning given in Article 8;
1.6	<b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7	<b>“Clear Days”</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.8	<b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.9	<b>“Company”</b>	Unite to Remain;
1.10	<b>“Connected”</b>	any person falling within one of the following categories:  (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or  (b) the spouse or civil partner of any person in (a); or  (c) any other person in a relationship with a Director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or  (d) any company, partnership or firm of which a

		Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
1.11	<b>“Corporate Member”</b>	an organisation admitted to membership of the Company which is an incorporated body;
1.12	<b>“Director”</b>	a director of the Company, and includes any person occupying the position of director, by whatever name called; and
1.13	<b>“Document”</b>	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.14	<b>“Electronic Form” and “Electronic Means”</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.15	<b>“Financial Expert”</b>	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.16	<b>“Hard Copy” and “Hard Copy Form”</b>	have the meanings respectively given to them in the Companies Act 2006;
1.17	<b>“Mainstay UK Limited”</b>	a company limited by shares registered in England and Wales with company number 10495335;
1.18	<b>“member”</b>	a company law member of the Company;
1.19	<b>“Public Holiday”</b>	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
1.20	<b>“Regulations”</b>	regulations as defined at Article 10.1;
1.21	<b>“Rules”</b>	rules of the Company, if any, as defined at Article 12;
1.22	<b>“Secretary”</b>	the secretary of the Company (if any);
1.23	<b>“Sole Member”</b>	the sole member of the Company from time to time; and
1.24	<b>“Writing”</b>	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.