

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number 12338881

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

LGB ALLIANCE

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 **28th November 2019**



* N12338881L *



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: **28/11/2019**

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Company Name in full: **LGB ALLIANCE**

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: **KEMP HOUSE 152 - 160 CITY ROAD
LONDON
UNITED KINGDOM EC1V 2NX**

Sic Codes: **85590**

Proposed Officers

Company Director 1

Type: **Person**

Full Forename(s): **MS BEVERLEY RUTH**

Surname: **JACKSON**

Service Address: **recorded as Company's registered office**

Country/State Usually Resident: **NETHERLANDS**

Date of Birth: ****/06/1951** **Nationality:** **BRITISH,DUTCH**

Occupation: **TRANSLATOR
AND WRITER**

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

Company Director 2

Type: **Person**

Full Forename(s): **MS ANN MARIE**

Surname: **SINNOTT**

Service Address: **recorded as Company's registered office**

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

Date of Birth: ****/08/1949** **Nationality:** **BRITISH**

Occupation: **DIRECTOR**

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

Company Director 3

Type:	Person
Full Forename(s):	MS KATHARINE ROSEMARY
Surname:	HARRIS
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	FRANCE

Date of Birth: ****/10/1954** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

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

Company Director **4**

Type:	Person
Full Forename(s):	MR MALCOLM
Surname:	CLARK
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/12/1962** *Nationality:* **BRITISH**

Occupation: **TELEVISION
PRODUCER**

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

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

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: **BEVERLEY RUTH JACKSON**

Address **KEMP HOUSE 152 - 160 CITY ROAD
LONDON
UNITED KINGDOM
EC1V 2NX**

Amount Guaranteed **£1.00**

Name: **ANN MARIE SINNOTT**

Address **KEMP HOUSE 152 - 160 CITY ROAD
LONDON
UNITED KINGDOM
EC1V 2NX**

Amount Guaranteed **£1.00**

Name: **KATHARINE ROSEMARY HARRIS**

Address **KEMP HOUSE 152 - 160 CITY ROAD
LONDON
UNITED KINGDOM
EC1V 2NX**

Amount Guaranteed **£1.00**

Name: **MALCOLM CLARK**

Address **KEMP HOUSE 152 - 160 CITY ROAD
LONDON
UNITED KINGDOM
EC1V 2NX**

Amount Guaranteed **£1.00**

Statement of Compliance

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

<i>Name:</i>	BEVERLEY RUTH JACKSON
<i>Authenticated</i>	YES
<i>Name:</i>	ANN MARIE SINNOTT
<i>Authenticated</i>	YES
<i>Name:</i>	KATHARINE ROSEMARY HARRIS
<i>Authenticated</i>	YES
<i>Name:</i>	MALCOLM CLARK
<i>Authenticated</i>	YES

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

LGB Alliance

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

Malcolm Clark

Katherine Rosemary Harris

Beverley Ruth Jackson

Ann Marie Sinnott

Dated: 28 November 2019

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

LGB Alliance

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 LGB Alliance

INTERPRETATION

1. Defined terms

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

OBJECTS AND POWERS

2. Objects

The objects of the Company are:

2.1 To promote equality and diversity for the public benefit, in particular by:

2.1.1 the elimination of discrimination on the grounds of sexual orientation;

2.1.2 advancing education and raising awareness in equality and diversity in respect of lesbian, gay and bisexual people;

2.1.3 conducting or commissioning research on equality and diversity issues and publishing the useful results to the public; and

2.1.4 cultivating a sentiment in favour of equality and diversity for lesbian, gay and bisexual people.

2.2 To promote human rights (as set out in the Universal Declaration of Human Rights and subsequent United Nations conventions and declarations) and particularly the rights and freedoms of those who face discrimination on the grounds of sexual orientation, including by:

2.2.1 monitoring abuses of human rights;

2.2.2 obtaining redress for the victims of human rights abuses;

2.2.3 relieving need among the victims of human rights abuses;

2.2.4 research into human rights issues;

2.2.5 educating the public about human rights;

2.2.6 providing technical advice to government and others on human rights matters;

2.2.7 contributing to the sound administration of the law;

- 2.2.8 commenting on proposed human rights legislation;
 - 2.2.9 raising awareness of human rights issues;
 - 2.2.10 promoting public support for human rights;
 - 2.2.11 promoting respect for human rights among individuals and corporations; and
 - 2.2.12 eliminating infringements of human rights.
- 2.3 To promote any other purpose that is charitable under the law of England and Wales

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 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
 - 3.1.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
 - 3.1.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
 - 3.1.5 provide or procure the provision of counselling and guidance;
 - 3.1.6 provide or procure the provision of advice;
 - 3.1.7 alone or with other organisations seek to influence public opinion;
 - 3.1.8 alone or with other organisations make representations to and seek to influence governmental authorities regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake and, in particular, provided that the Directors are satisfied that any proposed political activities will further the purposes of the Company to an extent justified by the resources committed and are not the dominant means by which the Company carries out its objects;
 - 3.1.9 enter into contracts to provide services to or on behalf of other bodies;
 - 3.1.10 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;
 - 3.1.11 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 (in exercising this power the Company must comply as appropriate with the Charities Act 2011);
 - 3.1.12 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

(the Company must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);

- 3.1.13 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.14 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.15 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;
- 3.1.16 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;
- 3.1.17 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;
- 3.1.18 accept (or disclaim) gifts of money and any other property;
- 3.1.19 raise funds by way of subscription, donation or otherwise;
- 3.1.20 trade in the course of carrying out the objects of the Company and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.21 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.22 subject to Article 4 (Limitation on private benefits):
 - (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;
- 3.1.23 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.1.24 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Company's objects);
- 3.1.25 undertake and execute charitable trusts;
- 3.1.26 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Company, including (without limitation) by creating permanent endowment;
- 3.1.27 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.28 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.29 pay out of the funds of the Company the costs of forming and registering the Company;

- 3.1.30 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;
- 3.1.31 provide indemnity insurance for the Directors or any other officer of the Company in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Director, the second and third references to "charity trustees" in the said Section 189(1) shall be treated as references to officers of the Company); and
- 3.1.32 do all such other lawful things as may further the Company's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

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

Permitted benefits to members

- 4.2 No part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company. This shall not prevent any payment in good faith by the Company of:
 - 4.2.1 any payments made to any member in his, her or its capacity as a beneficiary of the Company;
 - 4.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Company (including services performed by the member under a contract of employment with the Company), provided that if such member is a Director Articles 4.3, 4.4 and 4.5 shall apply;
 - 4.2.3 interest at a reasonable and proper rate on money lent by any member to the Company;
 - 4.2.4 any reasonable and proper rent for premises let by any member to the Company; and
 - 4.2.5 any payments to a member who is also a Director which are permitted under Articles 4.3, 4.4 or 4.5.

Permitted benefits to Directors and Connected persons

- 4.3 No Director may:
 - 4.3.1 sell goods, services or any interest in land to the Company;
 - 4.3.2 be employed by, or receive any remuneration from, the Company; or
 - 4.3.3 receive any other financial benefit from the Company;

unless the payment is permitted by Articles 4.4 or 4.5 or authorised by the court or the Charity Commission. In this Article 4 a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

- 4.4 A Director may receive the following benefits from the Company:
- 4.4.1 a Director or person Connected to a Director may receive a benefit from the Company in his, her or its capacity as a beneficiary of the Company;
 - 4.4.2 a Director or person Connected to a Director may be reimbursed by the Company for, or may pay out of the Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Company;
 - 4.4.3 a Director or person Connected to a Director may be paid reasonable and proper remuneration by the Company for any goods or services supplied to the Company on the instructions of the Directors (excluding, in the case of a Director, the service of acting as Director and services performed under a contract of employment with the Company) provided that this provision and Article 4.5.3 may not apply to more than half of the Directors in any financial year (and for these purposes this provision shall be treated as applying to a Director if it applies to a person who is a person Connected to that Director);
 - 4.4.4 a Director or person Connected to a Director may receive interest at a reasonable and proper rate on money lent to the Company;
 - 4.4.5 a Director or person Connected to a Director may receive reasonable and proper rent for premises let to the Company;
 - 4.4.6 the Company may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.31; and
 - 4.4.7 a Director or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 4.4, Article 22 (Conflicts of Interest) must be complied with by the relevant Director in relation to any decisions regarding the benefit.

Subsidiary Companies

- 4.5 A Director may receive the following benefits from any Subsidiary Company:
- 4.5.1 a Director or a person Connected to a Director may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Company or of any Subsidiary Company;
 - 4.5.2 a Director or a person Connected to a Director may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;
 - 4.5.3 a Director or a person Connected to a Director may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Directors, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and Article 4.4.3 may not apply to more than half of the Directors in any financial year (and for these purposes this provision shall be treated as applying to a Director if it applies to a person Connected to that Director);

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

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

OSCR

- 4.6 If the Company is registered with the Office of the Scottish Charity Regulator the additional requirements under section 67 of the Charities and Trustee Investment (Scotland) Act 2005 must be complied with.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of 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 its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:
 - 5.1.1 payment of the Company's debts and liabilities contracted before he, she or it ceases to be a member;
 - 5.1.2 payment of the costs, charges and expenses of winding up; and
 - 5.1.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

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

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. Members' reserve power

8.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

9. Chair

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

10. Directors may delegate

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

10.2 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.

10.3 Any delegation by the Directors may be:

10.3.1 by such means;

10.3.2 to such an extent;

10.3.3 in relation to such matters or territories; and

10.3.4 on such terms and conditions;

as they think fit.

10.4 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.

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

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

11. Committees

11.1 In the case of delegation to committees:

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

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

11.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;

11.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

11.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.

11.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

12. Delegation of day to day management powers

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

12.1.1 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;

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

12.1.3 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.

13. Delegation of investment management

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

13.1.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Directors;

13.1.2 timely reports of all transactions are provided to the Directors;

- 13.1.3 the performance of the investments is reviewed regularly with the Directors;
- 13.1.4 the Directors are entitled to cancel the delegation arrangement at any time;
- 13.1.5 the investment policy and the delegation arrangements are reviewed regularly;
- 13.1.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
- 13.1.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Directors.

14. **Rules**

- 14.1 The Directors may from time to time make, repeal or alter such rules as they think fit as to the management of the Company and its affairs. The rules shall be binding on all members of the Company. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.
- 14.2 The rules may regulate the following matters but are not restricted to them:
 - 14.2.1 the duties of any officers or employees of the Company;
 - 14.2.2 the admission of members of the Company and the benefits conferred on such members, and any subscriptions, fees or payments to be made by members;
 - 14.2.3 the conduct of members of the Company in relation to one another, and to the Company's employees and volunteers;
 - 14.2.4 the conduct of business of the Directors or any committee (including, without limitation, how the Directors make decisions and how such rules are to be recorded or communicated to Directors);
 - 14.2.5 the procedure at general meetings;
 - 14.2.6 any of the matters or things within the powers or under the control of the Directors; and
 - 14.2.7 generally, all such matters as are commonly the subject matter of company rules.
- 14.3 The Company in general meeting has the power to alter, add to or repeal the rules.

DECISION-MAKING BY DIRECTORS

15. **Directors to take decisions collectively**

- 15.1 Any decision of the Directors must be either:
 - 15.1.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 20); or
 - 15.1.2 a 75% majority decision taken in accordance with Article 21.

16. Calling a Directors' meeting

- 16.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.
- 16.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
- 16.2.1 all the Directors agree; or
- 16.2.2 urgent circumstances require shorter notice.
- 16.3 In deciding on the date and time of any Directors' meeting, the Directors 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.
- 16.4 Notice of Directors' meetings must be given to each Director.
- 16.5 Every notice calling a Directors' meeting must specify:
- 16.5.1 the place, day and time of the meeting;
- 16.5.2 the general nature of the business to be considered at such meeting; and
- 16.5.3 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.
- 16.6 Notice of Directors' meetings need not be in Writing.
- 16.7 Article 50 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

17. Participation in Directors' meetings

- 17.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 17.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 17.1.2 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).
- 17.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 17.3 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.

18. Quorum for Directors' meetings

- 18.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

18.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Directors, whichever is the greater.

18.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

18.3.1 to appoint further Directors; or

18.3.2 to call a general meeting so as to enable the members to appoint further Directors.

19. **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.

20. **Casting vote**

20.1 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.

20.2 Article 20.1 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.

21. **Decisions taken without a meeting**

21.1 A decision is taken in accordance with this Article 21 when at least 75% 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.

21.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

21.3 A decision which is made in accordance with this Article 21 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:

21.3.1 approval from each approving 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;

21.3.2 following receipt of responses from all of the Directors who approve the decision, 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 21.3;

21.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

21.3.4 the Recipient must prepare a minute of the decision in accordance with Article 54 (Minutes).

22. **Director interests and management of conflicts of interest**

Declaration of interests

22.1 Unless Article 22.2 applies, a Director must declare the nature and extent of:

22.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and

22.1.2 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.

22.2 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

22.3 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.

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

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

(a) any benefit received in his, her or its capacity as a beneficiary of the Company (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Company;

(b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.31;

(c) payment under the indemnity set out at Article 6; and

(d) reimbursement of expenses in accordance with Article 4.4.2; or

22.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 22.5.

22.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 22.5, he or she must:

- 22.5.1 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;
- 22.5.2 not be counted in the quorum for that part of the process; and
- 22.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

- 22.6 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:
 - 22.6.1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
 - 22.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

23. Validity of Director actions

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

APPOINTMENT AND RETIREMENT OF DIRECTORS

24. Number of Directors

There shall be at least three Directors.

25. Appointment of Directors and retirement of Directors by rotation

- 25.1 Those persons notified to the Registrar of Companies as the first directors of the Company shall be the first Directors.
- 25.2 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 26, may be appointed to be a Director:
 - 25.2.1 by ordinary resolution; or
 - 25.2.2 by a decision of the Directors.

Automatic retirement

- 25.3 At every annual general meeting the following Directors must retire from office but may (subject to the provisions of this Article 25) offer themselves for reappointment by the members:

- 25.3.1 one third of the Directors who are subject to retirement by rotation, or the number nearest to one third; and
- 25.3.2 any Directors who have been appointed by the Directors since the last annual general meeting.
- 25.4 The following rules shall apply to determine who shall retire by rotation under Article 25.3.1:
- 25.4.1 the Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment;
- 25.4.2 as between persons who became or were last reappointed Directors on the same day those to retire shall (unless they otherwise agree among themselves) be decided by lot;
- 25.4.3 if there is only one Director who is subject to retirement by rotation, he or she shall retire;
- 25.4.4 Directors appointed by the Directors under Article 25.2.2 shall not be taken into account in determining the Directors who are to retire by rotation.

Deemed reappointment

- 25.5 If the Company at the meeting at which a Director retires by virtue of Article 25.3.1 does not fill the vacancy, the retiring Director will, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost.

Minimum age

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

Conditions of appointment

- 25.7 No person other than a Director retiring by virtue of Article 25.3.1 shall be appointed or reappointed a Director at any general meeting unless:
- 25.7.1 he or she is recommended by the Directors; or
- 25.7.2 at least 10 but not more than 35 Clear Days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he or she were so appointed or reappointed, be required to be included in the Company's register of Directors together with notice executed by that person of his or her willingness to be appointed or reappointed.
- 25.8 At least five but not more than 28 Clear Days before the date appointed for holding a general meeting notice must be given to all who are entitled to receive notice of the meeting of any person (other than a Director retiring by virtue of Article 25.3.1 at the meeting) who is recommended by the Directors for appointment or reappointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him or her at the meeting for appointment or reappointment as a Director. The notice must give such information about the proposed Director as the Directors shall

decide/the particulars of that person which would, if he or she were so appointed or reappointed, be required to be included in the Company's register of Directors.

Timing of retirement

- 25.9 A Director who retires at an annual general meeting and who is not reappointed shall retain office until either:
- 25.9.1 the meeting appoints someone in his or her place; or
- 25.9.2 (if no one is appointed in his or her place) until the end of the meeting.

General

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

26. Disqualification and removal of Directors

- 26.1 A Director shall cease to hold office if:
- 26.1.1 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;
- 26.1.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
- 26.1.3 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;
- 26.1.4 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Directors will remain in office when such resignation has taken effect);
- 26.1.5 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; or
- 26.1.6 at a general meeting of the Company, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views; or
- 26.1.7 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Directors.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

27. Becoming a member

- 27.1 The members of the Company shall be the subscribers to the Memorandum of Association of the Company and such other individuals as are admitted to membership by the Directors in accordance with the Articles.
- 27.2 With the exception of the subscribers to the Memorandum, no person may become a member of the Company unless:
- 27.2.1 that person has applied for membership in a manner approved by the Directors; and
- 27.2.2 the Directors have approved the application. The Directors may in their absolute discretion decline to accept any person as a member and need not give reasons for so doing.
- 27.3 The Directors may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.

Subscriptions

- 27.4 The Directors may at their discretion levy subscriptions on members of the Company at such rate or rates as they shall decide.

Register of members

- 27.5 The names of the members of the Company must be entered in the register of members.

28. Termination of membership

- 28.1 Membership is not transferable.
- 28.2 A member shall cease to be a member:
- 28.2.1 if the member dies;
- 28.2.2 on the expiry of at least seven Clear Days' notice given by the member to the Company of his, her or its intention to withdraw;
- if any subscription or other sum payable by the member to the Company is not paid on the due date and remains unpaid seven days after notice served on the member by the Company informing him, her or it that he, she or it will be removed from membership if it is not paid. The Directors may re-admit to membership any person removed from membership on this ground on him, her or it paying such reasonable sum as the Directors may determine; or
- 28.2.3 if, at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the Company. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the

circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A member expelled by such a resolution shall nevertheless remain liable to pay to the Company any subscription or other sum owed by that member.

29. **Categories of membership**

29.1 Subject to Article 29.2, the Directors may establish such different categories of membership as they think fit. The Directors may, at their discretion, impose different subscriptions and confer different benefits on different membership categories and may, at their discretion, alter such benefits and subscriptions at any time.

29.2 The Directors may not create different classes of members with different rights within the meaning of those parts of the Companies Acts which deal with class rights.

30. **Associate members**

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

ORGANISATION OF GENERAL MEETINGS

31. **Annual general meetings**

The Company must hold an annual general meeting within 18 months of incorporation and afterwards once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Directors think fit.

32. **Other general meetings**

32.1 The Directors may call a general meeting at any time.

32.2 The Directors must call a general meeting if required to do so by the members under the Companies Acts.

33. **Length of notice**

33.1 All general meetings must be called by either:

33.1.1 at least 14 Clear Days' notice; or

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

34. **Contents of notice**

- 34.1 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted.
- 34.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.
- 34.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his, her or its rights to appoint another person as his, her or its proxy at a meeting of the Company.
- 34.4 If the Company gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).

35. **Service of notice**

Notice of general meetings must be given to every member, to the Directors and to the auditors of the Company.

36. **Attendance and speaking at general meetings**

- 36.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 36.2 A person is able to exercise the right to vote at a general meeting when:
- 36.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 36.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 36.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 36.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 36.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

37. **Quorum for general meetings**

- 37.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.

- 37.2 The quorum shall be:
- 37.2.1 two persons entitled to vote on the business to be transacted (each being a member or a proxy for a member); or
- 37.2.2 10% of the total membership (represented in person, or by proxy);
- whichever is greater.
- 37.3 If a quorum is not present within half an hour from the time appointed for the meeting:
- 37.3.1 the chair of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as he or she thinks fit; and
- 37.3.2 failing adjournment by the chair of the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.
38. **Chairing general meetings**
- 38.1 The Chair (if any) or in his or her absence some other Director nominated by the Directors shall preside as chair of every general meeting.
- 38.2 If neither the Chair nor any Director nominated in accordance with Article 38.1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, he or she shall be chair of the meeting.
- 38.3 If no Director is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the members present in person or by proxy and entitled to vote must choose one of the members present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting under this Article 38.3.
39. **Attendance and speaking by Directors and non-members**
- 39.1 Directors may attend and speak at general meetings, whether or not they are members.
- 39.2 The chair of the meeting may permit other persons who are not members of the Company (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting.
40. **Adjournment**
- 40.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 40.1.1 the meeting consents to an adjournment; or

- 40.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 40.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 40.3 When adjourning a general meeting, the chair of the meeting must:
 - 40.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - 40.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 40.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 Clear Days' notice of it:
 - 40.4.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 40.4.2 containing the same information which such notice is required to contain.
- 40.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

41. Voting: general

- 41.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 41.2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution:
 - 41.2.1 has or has not been passed; or
 - 41.2.2 passed with a particular majority;

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Article 54 is also conclusive evidence of that fact without such proof.

42. Votes

Votes on a show of hands

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

- 42.1.1 each member present in person; and

- 42.1.2 each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution;

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

Votes on a poll

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

- 42.2.1 every member present in person; and

- 42.2.2 every member present by proxy.

General

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

43. Errors and disputes

- 43.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

- 43.2 Any such objection must be referred to the chair of the meeting whose decision is final.

44. Poll votes

- 44.1 A poll on a resolution may be demanded:

- 44.1.1 in advance of the general meeting where it is to be put to the vote; or

- 44.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

- 44.2 A poll may be demanded by:

- 44.2.1 the chair of the meeting;

- 44.2.2 the Directors;

- 44.2.3 two or more persons having the right to vote on the resolution;

- 44.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote on the resolution, holds two or more votes; or

- 44.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

- 44.3 A demand for a poll may be withdrawn if:
 - 44.3.1 the poll has not yet been taken; and
 - 44.3.2 the chair of the meeting consents to the withdrawal.

45. **Procedure on a poll**

- 45.1 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.

Results

- 45.2 The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.
- 45.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

Timing

- 45.4 A poll on:
 - 45.4.1 the election of the chair of the meeting; or
 - 45.4.2 a question of adjournment;must be taken immediately.
- 45.5 Other polls must be taken within 30 days of their being demanded.
- 45.6 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.

Notice

- 45.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.
- 45.8 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

46. **Proxies**

Power to appoint

- 46.1 A member is entitled to appoint another person as his, her or its proxy to exercise all or any of his, her or its rights to attend and speak and vote at a meeting of the Company. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.

Manner of appointment

- 46.2 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:
 - 46.2.1 states the name and address of the member appointing the proxy;
 - 46.2.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 46.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 46.2.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 46.3 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 46.4 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 46.5 Unless a Proxy Notice indicates otherwise, it must be treated as:
 - 46.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 46.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

47. Delivery of Proxy Notices

- 47.1 The Proxy Notification Address in relation to any general meeting is:
 - 47.1.1 the registered office of the Company; or
 - 47.1.2 any other Address or Addresses specified by the Company as an Address at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form; or
 - 47.1.3 any electronic Address falling within the scope of Article 47.2.
- 47.2 If the Company gives an electronic Address:
 - 47.2.1 in a notice calling a meeting;
 - 47.2.2 in an instrument of proxy sent out by it in relation to the meeting; or
 - 47.2.3 in an invitation to appoint a proxy issued by it in relation to the meeting;

it will be deemed to have agreed that any Document or information relating to proxies for that meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice). In this Article 47.2, Documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the

validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

Attendance of member

- 47.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

Timing

- 47.4 Subject to Articles 47.5 and 47.6, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 47.5 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 47.6 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:
- 47.6.1 received in accordance with Article 47.4; or
- 47.6.2 given to the chair, Secretary (if any) or any Director at the meeting at which the poll was demanded.

Interpretation

- 47.7 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 47.

Revocation

- 47.8 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.
- 47.9 A notice revoking the appointment of a proxy only takes effect if it is received before:
- 47.9.1 the start of the meeting or adjourned meeting to which it relates; or
- 47.9.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

Execution

- 47.10 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

48. **Amendments to resolutions**

- 48.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 48.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours (excluding Saturdays, Sundays and Public Holidays) before the meeting is to take place (or such later time as the chair of the meeting may decide); and
- 48.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 48.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 48.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 48.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 48.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

49. **Written resolutions**

General

- 49.1 Subject to this Article 49 a written resolution agreed by:
- 49.1.1 members representing a simple majority; or
- 49.1.2 (in the case of a special resolution) members representing not less than 75%;
- of the total voting rights of eligible members shall be effective.
- 49.2 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 49.3 A members' resolution under the Companies Acts removing a Director or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

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

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

Signifying agreement

- 49.8 A member signifies his or her agreement to a proposed written resolution when the Company receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
- 49.8.1 identifying the resolution to which it relates; and
- 49.8.2 indicating the member's agreement to the resolution.
- 49.9 For the purposes of Article 49.8:
- 49.9.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
- 49.9.2 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.
- 49.10 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

50. Communications by the Company

Methods of communication

- 50.1 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:
- 50.1.1 in Hard Copy Form;
- 50.1.2 in Electronic Form; or

50.1.3 by making it available on a website.

50.2 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.

50.3 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

50.4 A member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.

50.5 Where any Document or information is sent or supplied by the Company to the members:

50.5.1 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;

50.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

50.5.3 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.

50.6 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

50.7 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:

50.7.1 if the Document or information has been sent to a 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;

50.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in

the case of a recipient who is not a member, to the last known postal address for that person (if any); and

- 50.7.3 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

- 50.8 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.
- 50.9 Notices of general meetings need not be sent to a member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a member for whom the Company does not have a current Address.

51. Communications to the Company

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

52. Secretary

- 52.1 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:
- 52.1.1 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
- 52.1.2 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.

53. 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.

54. Minutes

- 54.1 The Directors must ensure minutes are made:
- 54.1.1 of all appointments of officers made by the Directors;
- 54.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

- 54.1.3 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.

55. Records and accounts

- 55.1 The Directors shall comply with the requirements of the Companies Acts and of the Charities Act 2011 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 and the Charity Commission of:

- 55.1.1 annual reports;
- 55.1.2 annual statements of account; and
- 55.1.3 annual returns or confirmation statements.

- 55.2 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.

56. Exclusion of model articles

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

WINDING UP

57. Winding up

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

- 57.1.1 directly for the objects of the Company; or
- 57.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:
 - (a) for purposes similar to the objects of the Company; or
 - (b) for use for particular purposes that fall within the objects of the Company.

- 57.2 In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company under this Article 57 (except to a member that is itself an institution chosen to benefit under this Article 57).

- 57.3 If no resolution is passed in accordance with Article 57.1 the net assets of the Company shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

SCHEDULE

INTERPRETATION – DEFINED TERMS

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

	Term	Meaning
1.1	“Address”	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	“Articles”	the Company's articles of association;
1.3	“Chair”	has the meaning given in Article 9;
1.4	“Company”	LGB Alliance;
1.5	“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6	“Clear Days”	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;
1.7	“Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.8	“Connected”	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;
1.9	“Document”	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.10	“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.11	“Financial Expert”	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.12	“Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006;
1.13	“Proxy Notice”	has the meaning given in Article 46;
1.14	“Proxy Notification Address”	has the meaning given in Article 47;
1.15	“Public Holiday”	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
1.16	“Secretary”	the secretary of the Company (if any);
1.17	“Subsidiary Company”	any company in which the Company holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
1.18	“Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called; and
1.19	“Writing”	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2.	Subject to paragraph 1 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.	