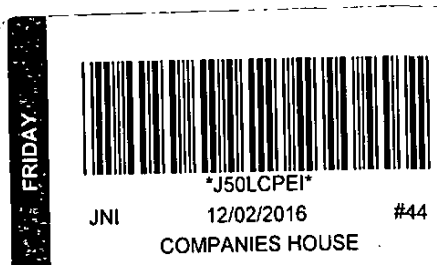


COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
THE NORTHERN IRELAND RURAL DEVELOPMENT COUNCIL



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- of -

THE NORTHERN IRELAND RURAL DEVELOPMENT COUNCIL

1. The company's name is The Northern Ireland Rural Development Council (and in this document it is called the "Company").

2. **LIABILITY OF MEMBERS**

- 2.1. The liability of the members is limited.

- 2.2. Every member promises, if the Company is dissolved while he/she remains a member or within one year after he/she ceases to be a member, to pay up to £1 towards:

- 2.2.1. payment of those debts and liabilities of the Company incurred before he/she ceased to be a member;

- 2.2.2. payment of the costs, charges and expenses of winding up; and

- 2.2.3. the adjustment of rights of contributors among themselves.

3. **OBJECTS**

To promote the development of rural and urban areas through assisting and working with individuals, community, voluntary, private and public sectors by delivering a range of economic, social, cultural, farming and environmental projects and programmes in or for the benefit of Northern Ireland or any part of the island of Ireland (hereinafter known as the area of benefit)

- To create practical projects and actions to ensure economic vibrancy and social well-being
- To encourage social and economic entrepreneurship, partnership working and common approaches for all individuals and agencies working in community development
- To make our communities inclusive and attractive places to live by assisting community organisations to develop an interest in local culture, history, arts and traditions

4. POWERS

- 4.1. The Company has the following powers, which may be exercised only in promoting the Objects:
- 4.1.1. to encourage and assist local people in the area of benefit to participate directly in or contribute towards the development process of such areas;
 - 4.1.2. to provide information, support, advice, assistance (including financial assistance) on or with regard to all matters relating to development in or use of such rural areas within the area of benefit including the economic, community and social development and use of such areas;
 - 4.1.3. to provide a resource centre with all the necessary staff and equipment required to further the Company's Objects;
 - 4.1.4. to provide or assist in the provision of advice, guidance and practical help (including financial help) to individuals or organisations in furtherance of the Company's Objects and as far as necessary employing persons and companies for these purposes;
 - 4.1.5. to provide or assist in the provision of training for individuals and organisations (in any location whether in or outside the area of benefit) with a view to the furtherance of the Company's Objects;
 - 4.1.6. to provide or assist in the provision of technical assistance to individuals, groups or organisations (in any location whether in or outside the area of benefit) with a view to the furtherance of the Company's Objects;
 - 4.1.7. to promote and organise or assist in the promotion and organisation of meetings, conferences, seminars, workshops, discussions, educational and training course, lectures and exhibitions (in any location whether in or outside the area of benefit) and assisting financially persons attending the same at home or abroad;
 - 4.1.8. to promote and carry out, or assist in the promoting and carrying out, of consultancy work, research, surveys, investigations and any other commercial activities (in any location whether in or outside the area of benefit);
 - 4.1.9. to publish or assist in publishing reports, discussion papers, books, periodicals and recordings or other documents or information (in any location whether in or outside the area of benefit);

- 4.1.10. to develop or assist in the development of horizontal and vertical linkages or communication between individuals, groups and organisations both within and outside the area of benefit;
- 4.1.11. to establish and support or aid in the establishment and support of any rural associations, groups, organisations or institutions and to subscribe or guarantee money for purposes connected with the purposes of the Company or calculated to further its Objects;
- 4.1.12. to raise funds by subscription, donations, grants or otherwise for the purposes of the Company and to accept and invite gifts of all sorts including gifts by will or otherwise and to carry out any conditions imposed on any gift which may be accepted;
- 4.1.13. to borrow and raise money in any manner, and secure the same or the repayment or performance of any debt, liability contract, guarantee or other engagement incurred or entered into by the Company;
- 4.1.14. to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company;
- 4.1.15. to employ and remunerate staff to employ and remunerate agents and to make reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees, their widows or widowers and other immediate dependants;
- 4.1.16. to purchase, take or lease or in exchange hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its Objects to sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property of the Company;
- 4.1.17. to provide advice and other services;
- 4.1.18. to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences, broadcasts or courses of instruction;
- 4.1.19. to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 4.1.20. to establish or acquire subsidiary companies to assist or act as agents for the Company;
- 4.1.21. to do all such other things as are incidental or conducive to the attainment of the Company's Objects.

5. MEMBERS

- 5.1. The members of the Company shall be the persons holding the office of Directors. There shall be no more than 12 members.
- 5.2. Members shall cease to be members of the Company when they cease to be Directors.
- 5.3. Membership is not transferable.
- 5.4. The Directors must keep a register of names and addresses of the members in accordance with the Companies Acts.

6. TERMINATION OF MEMBERSHIP

6.1. Membership is terminated if:

- 6.1.1. the member dies;
- 6.1.2. the member resigns by written notice to the Company unless, after the resignation, there would be less than four members;
- 6.1.3. any sum due from the member to the Company is not paid in full within six months of it falling due and the Directors resolve to terminate the membership of the Company;
- 6.1.4. the member ceases to be a Director;
- 6.1.5. the member is removed from membership by a resolution of the Directors that it is in the best interests of the Company that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if:
 - 6.1.5.1. the member has been given at least twenty-one days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it is to be proposed; and
 - 6.1.5.2. the member or, at the option of the member, the members' representative (who need not be a member of the Company) has been allowed to make representations to the meeting.

7. APPLICATION OF INCOME AND PROPERTY

- 7.1. The profits (if any) and income of the Company shall be applied solely towards the promotion of its Objects and no portion of such profits or income shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, Directors and Connected Persons, provided that nothing shall prevent any payment in good faith by the Company:
 - 7.1.1. of interest on money lent by any member, Director or Connected Person at a rate per year not exceeding 2% less than the base lending rate prescribed for the time being by a clearing bank selected by the management committee;
 - 7.1.2. of reasonable and proper rent for premises let by any member, Director or Connected Person;
- 7.2. A Director must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Company except:
 - 7.2.1. as mentioned in Articles 7.1 or 7.3 or 19.2;

- 7.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company;
 - 7.2.3. the benefit of indemnity insurance;
 - 7.2.4. an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
 - 7.2.5. in exceptional cases, other payments or benefits (but only with the approval or affirmation of the members where required by the Companies Acts).
- 7.3. No Director or Connected Person may be employed by the Company except in accordance with Article 7.2.5, but any Director or Connected Person may enter into a written contract with the Company to supply goods or services in return for a payment or other Material Benefit but only if:
- 7.3.1. the goods or services are actually required by the Company, and the Directors decide that it is in the best interests of the Company to enter into such a contract;
 - 7.3.2. the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 7.5; and
 - 7.3.3. no more than half of the Directors are subject to such a contract in any financial year.
- 7.4. Any Director who becomes a Conflicted Director in relation to any matter must:
- 7.4.1. declare the nature and extent of his or her interest before discussion begins on the matter;
 - 7.4.2. withdraw from the meeting for that item after providing any information requested by the Directors;
 - 7.4.3. not be counted in the quorum for that part of the meeting; and
 - 7.4.4. be absent during the vote and have no vote on the matter.
- 7.5. When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum without counting the Conflicted Director and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Director authorise the Conflicted Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Director, to:
- 7.5.1. continue to participate in discussions leading to the making of a decision and/or to vote, or

- 7.5.2. disclose to a third party information confidential to the Company, or
- 7.5.3. take any other action not otherwise authorised which does not involve the receipt by the Conflicted Director or a Connected Person of any payment or material benefit from the Company or
- 7.5.4. refrain from taking any step required to remove the conflict.

8. GENERAL MEETINGS

- 8.1. An annual general meeting must be held in each year and not more than fifteen months may elapse between successive annual general meetings.
- 8.2. The Directors may call a general meeting at any time.
- 8.3. A general meeting may be called on a written request to the Directors from members entitled to exercise at least 10% of the voting rights of members or, if more than twelve months have passed since the Company last held a general meeting, from members entitled to exercise at least 5% of the voting rights of members.
- 8.4. On receipt of a written request made pursuant to Article 8.4, the Directors must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the meeting.
- 8.5. Members must annually at the AGM:
 - 8.5.1. receive the accounts for the Company for the previous financial year;
 - 8.5.2. receive a written report on the Company's activities;
 - 8.5.3. be informed of the retirement of those Directors who wish to retire;
 - 8.5.4. elect Directors to fill the vacancies arising;
 - 8.5.5. appoint reporting accountants or auditors for the Company.

9. NOTICE OF GENERAL MEETINGS

- 9.1. The minimum period of notice required to hold a general meeting of the Company is fourteen clear days.
- 9.2. A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.

- 9.3. The notice of a general meeting must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and Article 11.
- 9.4. The notice of a general meeting must be given to all the members and to the Directors and auditors.
- 9.5. The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the general meeting did not receive it because of an accidental omission by the Company.

10. PROCEEDINGS AT GENERAL MEETINGS

- 10.1. No business shall be transacted at any general meeting unless a quorum is present.
- 10.2. A quorum in the case of an annual general meeting or a general meeting is four members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting.
- 10.3. If:
 - 10.3.1. a quorum is not present within half an hour from the time appointed for the meeting; or
 - 10.3.2. during a meeting a quorum ceases to be present,the meeting shall be adjourned to such time and place as the Directors shall determine.
- 10.4. The Directors must reconvene the meeting and must give at least seven days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 10.5. If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the meeting shall be dissolved.
- 10.6. General meetings shall be chaired by the person who has been appointed to chair meetings of the Directors.
- 10.7. If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Director nominated by the Directors shall chair the meeting.
- 10.8. If there is only one Director present and willing to act, he or she shall chair the meeting.

- 10.9. If no Director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.
- 10.10. The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 10.11. The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 10.12. No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 10.13. If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 10.14. Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
 - 10.14.1. by the person chairing the meeting; or
 - 10.14.2. by at least two members present in person or by proxy and having the right to vote at the meeting; or
 - 10.14.3. by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 10.15. The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 10.16. The result of the vote must be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded.
- 10.17. A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 10.18. If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 10.19. A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- 10.20. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

- 10.21. A poll is demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 10.22. A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- 10.23. The poll must be taken within thirty days after it has been demanded.
- 10.24. If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 10.25. If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

11. CONTENT OF PROXY NOTICES

- 11.1. Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
 - 11.1.1. states the name and address of the member appointing the proxy;
 - 11.1.2. identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 11.1.3. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 11.1.4. is delivered to the Company in accordance with the Articles and any instruction contained in the notice of the general meeting to which they relate.
- 11.2. The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 11.3. 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.
- 11.4. Unless a proxy notice indicates otherwise, it must be treated as:
 - 11.4.1. 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
 - 11.4.2. 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.

12. DELIVERY OF PROXY NOTICES

- 12.1. 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.
- 12.2. An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 12.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 12.4. 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.

13. WRITTEN RESOLUTIONS

- 13.1. A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
 - 13.1.1. a copy of the proposed resolution has been sent to every eligible member;
 - 13.1.2. a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
 - 13.1.3. it has been received at the registered office within a period of 28 days beginning with the circulation date.
- 13.2. A resolution in writing may comprise several copies to which one or more members have signified their agreement.
- 13.3. In the case of a member that is an organisation, its Authorised Representative may signify its agreement.

14. VOTES OF MEMBERS

- 14.1. Every member shall have one vote.
- 14.2. Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

15. DIRECTORS

- 15.1. A Director must be a natural person aged 16 years or older.
- 15.2. No one may be appointed a Director if he or she would be disqualified from acting under the provisions of Article 18.
- 15.3. The number of Directors shall be not less than three and not more than 12 (including Co-opted Directors).
- 15.4. A Director may not appoint an alternate Director or anyone to act on his or her behalf at meetings of the Directors.

16. POWERS OF DIRECTORS

- 16.1. The Directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution.
- 16.2. No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.
- 16.3. Any meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.

17. APPOINTMENT OF DIRECTORS

- 17.1. Each member of the Company shall be a Director of the Company and all Directors shall together constitute the Board. Directors appointed after the date of the adoption of these Articles shall be appointed in accordance with this Article. Directors shall be appointed to their terms of office by an election of the members of the Company at the annual general meeting. A Director (other than a Co-opted Director) must be a member of the Company. At each annual general meeting all Directors who have served three consecutive terms of office from one annual general meeting to the next as a Director shall retire from office. A Director who retires in accordance with this Article, if willing to act, shall be eligible for re-appointment for a further period of up to three consecutive terms of office. No Director may serve more than six consecutive terms of office so that he or she must retire from office at the end of the annual general meeting immediately following the sixth anniversary of his or her first appointment as a Director. Upon such retirement, a Director may not be reappointed for a period of one year.
- 17.2. Directors holding office at the date of adoption of these Articles may serve out their remaining term of office so that each Director shall hold office until the expiry of their current four year term and so that no such Director in their second four year term shall hold office for longer than eight consecutive years. A Director who is serving their first term of up to four years at the date of adoption of these Articles shall be deemed to have

retired at the each of that term of appointment and shall be eligible to stand for re-election under the procedure in Article 17.1 but only for a further period of up to three consecutive terms of office subject to a maximum of six consecutive terms of office.

- 17.3. If the Company at the meeting at which a Director retires pursuant to the provisions of Article 17.1, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at the meeting (i) it is resolved not to fill the vacancy or (ii) a resolution for the re-appointment of the Director is put to the meeting and lost or (iii) the Director has served a continuous term of six years in office as a Director.
- 17.4. No person other than a Director retiring pursuant to the provisions of Article 17.1 shall be appointed or re-appointed a Director at any general meeting:
- (a) unless he is recommended by the Directors; or
 - (b) unless not less than 14 nor 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 were so appointed or re-appointed, be required to be included in the Company's register of Directors together with a notice executed by that person of his willingness to be appointed or re-appointed.
- 17.5. Not less than seven nor more than 28 clear days before the date appointed for holding an annual general meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person (other than a Director retiring by rotation at the meeting) who is recommended by the 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 at the meeting for appointment or reappointment as a Director. The notice shall give the particulars of that person which would, if he were so appointed or re-appointed, be required to be included in the Company's register of Directors.
- 17.6. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.
- 17.7. The Directors may at any time co-opt any individual to the Board who is eligible under Article 15. A Co-opted Director shall be appointed to hold office from the date of appointment to the next annual general meeting and shall be entitled to attend meetings of the Directors and shall have a right to vote at meetings of the Directors. Co-opted Directors shall not be members of the Company for so long as they remain Co-opted Directors. A Co-opted Director shall be eligible to be co-opted again, subject to a recommendation from the Directors on each occasion but shall not serve for a period of more than three consecutive periods as a Co-optee. A Co-opted Director shall be eligible to be appointed as a Director at the annual general meeting in accordance with this Article 17.

18. DISQUALIFICATION AND REMOVAL OF DIRECTORS

18.1. A Director shall cease to hold office if:

- 18.1.1. he or she ceases to be a Director by virtue of any provision in the Companies Acts or is prohibited from being a Director;
- 18.1.2. a bankruptcy order is made against that person;
- 18.1.3. a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 18.1.4. a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 18.1.5. by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 18.1.6. he or she ceases to be a member of the Company;
- 18.1.7. he or she resigns as a Director by notice to the Company (but only if at least three Directors will remain in office when the notice of resignation is to take effect);
- 18.1.8. without the consent of the Company in general meeting he or she holds any office of profit under the Company;
- 18.1.9. he or she is absent without the permission of the Directors from four consecutive meetings of the Board and the Directors resolve that his or her office be vacated.

19. REMUNERATION OF DIRECTORS AND CHAIRPERSON

- 19.1. The Directors must not be paid any remuneration unless it is authorised by Article 7.
- 19.2. The Directors are entitled to such remuneration as the Directors determine at their discretion:
 - 19.2.1. for their services to the Company as Directors; and
 - 19.2.2. for any other office which they undertake for the Company.

- 19.3. Subject to the Articles a Director's remuneration may:
- 19.3.1. take any form; and
 - 19.3.2. include any arrangements in connection with the payment of an allowance or gratuity to or in respect of that Director.
- 19.4. Unless the Directors decide otherwise Directors' remuneration accrues from day to day.
- 19.5. Unless the Directors decide otherwise Directors are not accountable to the Company for any remuneration which they receive as Directors or as office holders or of any other body corporate in which the Company is interested.

20. PROCEEDINGS OF DIRECTORS

- 20.1. The Directors may regulate their proceedings as they think fit, subject to the provisions of the Articles.
- 20.2. The Directors shall meet at least once in a calendar year. Any Director may call a meeting of the Directors.
- 20.3. Questions arising at a meeting shall be decided by a majority of votes.
- 20.4. In the case of an equality of votes, the person who is chairing the meeting shall not have a second or casting vote.
- 20.5. A meeting may be held by suitable electronic means agreed by the Directors in which each participant may communicate with all the other participants.
- 20.6. No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the Directors in which a participant or participants may communicate with all the other participants.
- 20.7. The quorum shall be four or such other number as may be decided from time to time by the Directors.
- 20.8. A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is not entitled to vote.
- 20.9. If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

- 20.10. The Directors shall appoint a Director from amongst their number to chair their meetings and may at any time revoke such appointment. Any appointment of a director to the office of chairperson shall terminate if he or she ceases to be a Director or member.
- 20.11. If no-one has been appointed to chair meetings of the Directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Directors present may appoint one of their number to chair that meeting.
- 20.12. The person appointed to chair meetings of the Directors shall have no functions or powers except those conferred by the Articles or delegated to him or her by the Directors.
- 20.13. A resolution in writing or in electronic form agreed by a simple majority of all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened and held provided that:
- 20.13.1. a copy of the resolution is sent or submitted to all the Directors eligible to vote; and
- 20.13.2. a simple majority of Directors has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office.
- 20.14. The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Directors has signified their agreement.

21. DELEGATION

- 21.1. The Directors may delegate any of their functions to committees consisting of two or more individuals appointed by them. At least two members of every committee must be Directors and the terms of any delegation must be recorded.
- 21.2. The Directors may impose conditions when delegating, including the conditions that:
- 21.2.1. the relevant powers are to be exercised exclusively by the committee to whom they delegate; and
- 21.2.2. no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Directors.
- 21.3. The Directors may revoke or alter a delegation.
- 21.4. All acts and proceedings of any committees must be fully and promptly reported to the Directors.

22. DECLARATION OF DIRECTORS' INTERESTS

- 22.1. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A Director must absent himself or herself from any discussions of the Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest) unless expressly invited to remain in order to provide information.

23. VALIDITY OF DIRECTORS' DECISIONS

- 23.1. Subject to Article 23.2, all acts done by a meeting of Directors, or of a committee of Directors, shall be valid notwithstanding the participation in any vote of a Director:
- 23.1.1. who was disqualified from holding office;
 - 23.1.2. who had previously retired or who had been obliged by the constitution to vacate office;
 - 23.1.3. who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;
- if without:
- 23.1.4. the vote of that Director; and
 - 23.1.5. that Director being counted in the quorum;
- the decision has been made by a majority of the Directors at a quorate meeting.
- 23.2. Article 23.1 does not permit a Director or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Directors or of a committee of Directors if, but for Article 23.1, the resolution would have been void, or if the Director has not complied with Article 22 or Article 23.

24. SEAL

- 24.1. If the Company has a seal it must only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary (if any) or by a second Director.

25. MINUTES

25.1. The Directors must keep minutes of all:

- 25.1.1. appointments of officers made by the Directors;
- 25.1.2. proceedings at meetings of the Company; and
- 25.1.3. meetings of the Directors and committees of Directors including:
 - 25.1.3.1. the names of the Directors present at the meeting;
 - 25.1.3.2. the decisions made at the meetings; and
 - 25.1.3.3. where appropriate the reasons for the decisions.

26. ACCOUNTS

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

27. ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES

- 27.1. The Directors must comply with the requirements of the Applicable Companies Acts with regards to the:
 - 27.1.1. transmission of the statements of account to the Company;
 - 27.1.2. preparation of an Annual Report and its transmission to the Commission; and
 - 27.1.3. preparation of an Annual Return and its transmission to the Commission.

28. MEANS OF COMMUNICATION TO BE USED

- 28.1. Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Acts provides for documents or information which are authorised or required by any provision of the Companies Acts to be sent or supplied by or to the Company.
- 28.2. 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.

- 28.3. Any notice to be given to or by any person pursuant to the Articles:
- 28.3.1. must be in writing; or
 - 28.3.2. must be given in electronic form.
- 28.4. The Company may give any notice to a member either:
- 28.4.1. personally; or
 - 28.4.2. by sending it by post in a prepaid envelope addressed to the member at his or her address; or
 - 28.4.3. by leaving it at the address of the member; or
 - 28.4.4. by giving it in electronic form to the member's address.
- 28.5. A member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom or the Republic of Ireland shall not be entitled to receive any notice from the Company.
- 28.6. A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 28.7. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 28.8. Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with s. 1147 of the Companies Act 2006.
- 28.9. In accordance with s. 1147 of the Companies Act 2006 notice shall be deemed to be given:
- 28.9.1. 48 hours after the envelope containing it was posted; or
 - 28.9.2. in the case of an electronic form of communication, 48 hours after it was sent.

29. RULES

- 29.1. The Directors may from time to time make such reasonable and proper rules or bye laws or terms of reference as they may deem necessary or expedient for the proper conduct and management of the Company.
- 29.2. The bye laws may regulate the following matters but are not restricted to them:
- 29.2.1. the admission of members of the Company (including the admission of organisations to membership) and the rights and

privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;

- 29.2.2. the creation or recognition of working groups and the composition of the members' tasks, roles, rights and privileges of such working groups;
- 29.2.3. the creation or recognition of groups of supporters or friends of the Company who are not members of the Company and the rights and privileges of such groups and any subscriptions or rules regulating the terms of their association with the Company;
- 29.2.4. the conduct of members of the Company in relation to one another, and to the Company's employees and volunteers;
- 29.2.5. the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
- 29.2.6. the procedure at general meetings and meetings of the Directors in so far as such procedure is not regulated by the Companies Acts or by the Articles;
- 29.2.7. generally, all such matters are as commonly the subject matter of company rules.

- 29.3. The Company in general meeting has the power to alter, add to or repeal the rules or bye laws.
- 29.4. The Directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Company.
- 29.5. The rules or bye laws shall be binding on all members of the Company. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

30. INDEMNITY

- 30.1. The Company shall indemnify every relevant Director against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Company.
- 30.2. In this Article a "relevant Director" means any Director or former Director of the Company.

31. DISPUTES

If a dispute arises between members or Directors of the Company about the validity or propriety of anything done by the members or Directors of the Company under these Articles, and the dispute cannot be resolved by agreement, the parties to the

dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

32. DISSOLUTION

If on the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some institution or institutions having objects similar to the Objects of the Company which shall prohibit the distribution of its or their profits and income to an extent at least as great as is imposed on the Company by virtue of Article 7 hereof such institution or institutions to be determined by the members of the Company before the time of dissolution and in so far as effect cannot be given to such provisions, then to another body the objects of which are the promotion of charity and anything incidental or conducive thereto.

33. INTERPRETATION

33.1. In these Articles:

"address" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Company;

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

"the Board" means the board of Directors of the Company from time to time;

"clear days" in relation to the period of a notice means a 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;

"the Company" means the company intended to be regulated by the Articles;

"Companies Acts" means the Companies Acts (as defined in s.2 of the Companies Act 2006) insofar as they apply to the Company;

"Conflicted Director" means a Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Director or person connected to a Director is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company;

"Connected Person" means, in relation to a Director, a person with whom the Director shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Director's family or household or a person or body who is a business associate of the Director,

and (for the avoidance of doubt) does not include a company with which the Director's only connection is an interest consisting of no more than 1% of the voting rights;

"Co-opted Director" means a Director co-opted by the Directors in accordance with Article 17.6;

"the Directors" means the directors of the Company;

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

"electronic form" has the meaning given in s. 1168 of the Companies Act 2006;

"Material Benefit" means a benefit which may or may not be financial but which has monetary value;

"member" and **"membership"** refers to membership of the Company;

"the Memorandum" means the Company's memorandum of association;

"the Objects" means the objects of the Company as defined in Article 3;

"Officers" includes the Directors and the secretary (if any);

"person connected to a Director" means (a) a child, parent, grandchild, grandparent, brother or sister of a Director, (b) the spouse or civil partner of a Director or anyone falling within paragraph (a), (c) a person carrying on business in partnership with a Director or with any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together), (e) a body corporate in which a Director or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);

"the seal" means the common seal of the Company, if it has one;

"the United Kingdom" means Great Britain and Northern Ireland;

"written" or **"in writing"** refers to a legible document or paper or a document which can be printed onto paper including a fax message or electronic mail; and

words importing one gender shall include all genders, and the singular includes the plural and vice versa.

- 33.2. Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Company.

33.3. Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

34. ENTRENCHMENT

No addition, deletion or alteration to the Company's Articles shall be made if the Company would then cease to be a company to which section 60 of the Companies Act 2006 applies.