

ARTICLES OF ASSOCIATION

OF

**MORTON CLUB TOGETHER LTD
(COMPANY NUMBER SC635320)**

September 2023

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COMPANIES HOUSE

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
MORTON CLUB TOGETHER LTD (the "Company")

(Adopted by special resolution on July 2019)

INTRODUCTION

1. INTERPRETATION

1.1. In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Articles: means the Company's articles of association for the time being in force;

Board: means the board of directors of the Company from time to time.

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

Club: means Greenock Morton Football Club Limited (company number SC003264);

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

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to article 11, any director whose vote is not to be counted in respect of the particular matter);

Member: means a member of the Company (including any corporate or unincorporated body admitted to membership);

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

Objects: means the objects of the Company set out in article 2;

Register of Members: means the register of members which the Company is

required to keep in accordance with section 113 of the Act;

Rules: means the rules established by directors under article 33 from time to time;

Social Member: means, to the extent that such membership class is established by the directors, a member who has made contributions to the Company that are below the required membership fee amount but which the directors have (in their discretion) accepted to become a social member of the Company, and such member shall have no voting rights in respect of the Company.

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

2. **OBJECTS**

The Objects for which the Company is established are:

Primary Objects

- (a) to contribute funds to the cost of the first team playing squad at the Club;
- (b) to acquire, either directly or through a subsidiary, all or any of the shares or

other securities in the Club; and

- (c) to contribute funds to the general running costs of the club as required and assessed as necessary by the directors.

Secondary Objects

- (d) to promote the success, financial security and operational stability of the Club, and, consistent with these purposes, encourage funding of every description for the Club, including donations to support its activities;
- (e) to promote and develop support for the Club from existing and new supporters anywhere in the world;
- (f) to strengthen the bonds between the Club and the communities which it serves and to represent the interests of those communities to the Club;
- (g) to promote football, sport, culture, education and well-being in Inverclyde;
- (h) to encourage the Club to take proper account of the interests of its supporters in its decisions;
- (i) to encourage and promote the principle of supporter representation on the board of the Club;
- (j) to acquire, maintain, manage and lease or otherwise make available land and/or buildings for use in sport, culture and education with or without associated sporting facilities; and
- (k) to carry on any other lawful activities which may seem incidental or conducive to the pursuit of the above objects and the exercise of powers (whether express or implied) of the Company.

3. POWERS

3.1. In pursuance of the Objects, the Company has the power to:

- (a) accept grants, donations, endowments, subscriptions, sponsorships and legacies of all kinds (and to accept any reasonable conditions attaching to them) and use them in furtherance of the Objects;
- (b) to buy, take on lease or in exchange, hire or otherwise acquire any property or rights (heritable or moveable, real or personal);
- (c) to acquire, provide and maintain buildings, car parks, sports grounds, playing fields and other facilities for games, sports and recreation all other premises necessary or convenient for the purposes of the providing facilities for sport and recreation for the benefit of the Club and the general public;
- (d) subject to these Articles, to sell, lease or otherwise dispose of all or any part of the property or rights belonging to the Company;
- (e) raise money in such manner as the directors shall think fit;
- (f) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or bank deposits as

may be thought fit;

- (g) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal Objects in any way;
- (h) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- (i) enter into contracts to provide services to or on behalf of other bodies;
- (j) provide and assist in the provision of money, materials or other help;
- (k) open and operate bank accounts and other facilities for banking;
- (l) incorporate subsidiary companies to carry on any trade;
- (m) promote any company or other entity whose activities may further one or more of the Objects, or may generate income to support the activities of the Company;
- (n) support any charitable trusts, associations or institutions formed for any of the purposes included in the Objects;
- (o) enter into any partnership or joint venture arrangement with any other body or bodies for any purpose consistent with the Objects;
- (p) employ, or otherwise engage any person, company and other body to perform services or act on its behalf from time to time and to remunerate such person (including employees, consultants, agents and professional advisers);
- (q) insure the Company's property and activities against the usual risks and to provide indemnity insurance on the terms specified in article 37;
- (r) to co-operate with voluntary sector bodies, local authorities, UK and Scottish government departments and agencies, statutory authorities, supporters' organisations and other bodies, and to exchange information and advice with them;
- (s) to establish and maintain websites and other electronic information sites, publications and guides, and write, compile, print, publish, buy and exploit electronic and other publications relating to, and/or for the benefit of, the advancement of sport and education, and to facilitate the provision of sporting and educational activities and services;
- (t) to borrow money and to charge the whole or any part of the property belonging to the Company as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation; and
- (u) do all such other lawful things as are incidental, ancillary or conducive to the pursuit or to the attainment of any of the Objects.

4. NOT FOR DISTRIBUTION

4.1. The income and property of the Company shall be applied solely in promoting the Objects and, without limitation, at any time when the Company holds more than £100,000 cash in hand or at bank, to the fullest extent possible but under reservation of such amount of cash required by the Company for its proper conduct and administration, the Company shall apply those funds to: (i) subscribe for any shares or securities available to be issued by the Club in accordance with the Object stated at article 2(b); and/or (ii) contribute to the cost of the first team playing squad at the Club in accordance with the Object stated at article 2(a), but subject to such conditions as the Board consider to be appropriate.

4.2. The Company shall not accumulate, nor shall it hold, at any time assets or cash in hand or at bank in excess of what is deemed necessary by the Board for the proper conduct and administration of the Company, and the achievement of its Objects.

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

(a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;

(b) reasonable and proper rent for premises demised or let by any Member or director;

(c) reasonable out-of-pocket expenses properly incurred by any director;

(d) reasonable payment to members for goods, facilities or services supplied or made to the Company;

(e) reasonable out-of-pocket expenses properly incurred by any director or officer; or

(f) to provide an indemnity from the Company or to purchase indemnity insurance, in the circumstances specified in article 37.

4.4

Shares in Greenock Morton Football Club Ltd, owned or controlled by the Company, may be sold or disposed of at the discretion of the directors of the Company subject to the following restrictions:

- a) the approval of a General Meeting is required if the sale would result in the total shareholding in GMFC falling below 75% of the total share capital of GMFC
 - b) the approval of a General Meeting is required if the sale would result in the total shareholding in GMFC falling below 50% of the total share capital of GMFC.
- The proceeds of any sale of shares must be deposited into the funds of the Company.
- c) In the event of MCT proposing the selling of shares of GMFC to another party, in line with the restrictions noted at 4.4, the extent of the total share equity to be held by proposed purchaser must be disclosed in full to MCT membership before seeking approval from a General Meeting of any share sale.

5. WINDING UP, DISSOLUTION AND AMALGAMATION

- 5.1. Subject to articles 5.2 and 5.3, on the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members ("net assets") shall not be paid or distributed to such Members but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company (which, for the avoidance of doubt, may include the Club for the purposes of investment into the Club's first team playing squad), such body to be determined by the Members at or before the time of winding up or dissolution.
- 5.2. The Members may, at any time before the time of winding up or dissolution of the Company, resolve that any net assets shall, on or before winding up or dissolution, be applied directly for the Objects.
- 5.3. If no resolution in accordance with article 5.1 or 5.2 is passed by the Members, the directors may at any time before the time of winding up or dissolution of the Company resolve that any net assets be transferred in accordance with article 5.1 or applied in accordance with article 5.2, and, for this purpose, references in those articles to the Members shall (unless the context otherwise requires) be deemed to be references to the directors.
- 5.4. The Members may at any time, by special resolution, resolve that any of the Company's property (after all liabilities have been satisfied) be transferred to, or the Company amalgamate with, some other body or bodies (whether incorporated or unincorporated and which may or may not be a Member of the Company) with objects which are the same as, or similar to, the Objects.

6. GUARANTEE

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

Member, for:

- (a) payment of the Company's debts and liabilities contracted before they cease to be a member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.

7. DIRECTORS UNANIMOUS DECISIONS

- 7.1.** A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 7.2.** Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 7.3.** A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

8. CALLING A DIRECTORS' MEETING

- 8.1.** Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 8.2.** Notice of a directors' meeting shall be given to each director in writing.
- 8.3.** A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

9. QUORUM FOR DIRECTORS' MEETINGS

- 9.1.** Subject to article 9.2, the quorum for the transaction of business at a meeting of directors is two thirds of the total number of Eligible Directors at any given time.
- 9.2.** For the purposes of any meeting (or part of a meeting) held pursuant to article 11 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (defined in article 11.1), the quorum for such meeting (or part of a meeting) shall be equal to one Eligible Director.

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

- (a) appoint further directors; or
- (b) call a general meeting so as to enable the Members to appoint further directors.

10. CASTING VOTE

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

11. DIRECTORS' CONFLICTS OF INTEREST

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

11.2. Any authorisation under this article 11 shall be effective only if:

- (a) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine.
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

11.3. Any authorisation of a Conflict under this article 11 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a director of the Company) information that is confidential to a third party, they shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent themselves from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

11.4. Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

11.5. The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

11.6. A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

11.7. Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which they are interested;
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
- (d) may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

11.8. Where the Company intends to acquire shares or other securities in the Club or to promote the success, financial security and operational stability of the Club in accordance with its Objects, then the fact that a director of the Company is also a shareholder and/or director of the Club (or any holding company or subsidiary thereof) shall not be regarded as likely to give rise to a Conflict and that director shall not be deemed to be an Interested Director for that reason.

12. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

13. NUMBER OF DIRECTORS AND METHODS OF APPOINTING

13.1. The number of directors shall be up to a maximum of seven, but shall not be less than three, but the remaining directors shall have power to act notwithstanding any vacancies until the vacancies are filled.

13.2. Subject to these Articles, any person who is willing to act as a director, and is permitted by law to do so, may be elected or appointed as a director:

- (a) by an election as provided under article 14.6; or
- (b) by a decision of the directors as provided in article 14.2 and article 14.8,

provided that the appointment does not cause the number of directors in office for the time being to exceed any maximum number fixed or otherwise determined in accordance with these Articles.

13.3 The Board may include one or more Associate Directors. The Board shall determine the number of Associate Directors as they see fit and the method of appointment. The responsibilities of an Associate Director are limited and will not have the same responsibilities, voting rights at meetings or other abilities that are afforded to Directors of the Board.

13.4 An Associate Director may be removed from office at any time by the Board.

14. RETIREMENT AND APPOINTMENT OF DIRECTORS

14.1. As at the date of adoption of these Articles, the directors are Graham McLennan and Gordon Ritchie (the "named directors").

14.2. The named directors shall have power, at any time prior to the first annual general meeting of the Company, to appoint as directors any persons who are eligible for appointment as directors (the "additional directors").

14.3. The named directors and any additional directors (if any) (the "pre-AGM directors") shall hold office (subject to the provisions of these Articles as to removal and vacation of office) for the following periods:

- (a) If there are 3 or more pre-AGM directors, then two of the pre-AGM directors shall hold office until the annual general meeting in 2021 and if there are fewer than 3 pre-AGM directors, then one of the pre-AGM directors shall hold office until the annual general meeting in 2021; and
- (b) If there are 3 or more pre-AGM directors, then one (or such additional number of pre-AGM directors) of the pre-AGM directors shall hold office until the annual general meeting in 2022 and if there are fewer than 3 pre-AGM directors, then one of the pre-AGM directors shall hold office until the annual general meeting in 2022.

14.4. In each of such years (except the last), the existing director(s) whose period of office expires at the annual meeting shall be agreed among the existing directors and, in the absence of agreement, shall be determined by lot.

14.5. At each annual general meeting, any directors:

- (a) whose periods of office expire at that meeting under article 14.3;
- (b) whose periods of office expire at that meeting under article 14.8; or
- (c) who (not falling within either of the preceding sub-paragraphs) were not appointed or reappointed at one of the preceding two annual general meetings,

must retire from office and shall be eligible for reappointment by the Members (subject to article 15.2).

By way of example (which is non-exhaustive and for illustrative purposes only), a director appointed at the annual general meeting in 2021 would be required to retire under paragraph (c) above at the annual general meeting in 2024.

A director retiring at an annual general meeting shall continue to hold office until the conclusion of the meeting.

14.6. An election or elections shall be held to fill any vacancies on the board of directors which arise, or are required to be filled, at an annual general meeting. Such election(s) shall be held in accordance with the provisions of article 15.

14.7. The directors may at any time appoint any Member of the Company complying with the requirements of articles 15.1 and 15.2 as a director, either to fill a casual vacancy in the board of directors or as an additional director, provided that the appointment does not cause the number of directors in office for the time being to exceed any maximum number fixed or otherwise determined in accordance with these Articles. Any director so appointed shall hold office until the annual general meeting next following such appointment but, if they are appointed less than 35 days before the date appointed for holding that annual general meeting, they shall (unless otherwise determined by the directors) not retire at that annual general meeting but shall hold office until the next annual general meeting.

15. ELIGIBILITY AND ELECTION OF DIRECTORS

15.1. Only Members who are natural persons aged 16 years or more at the time their appointments take effect may be appointed directors.

15.2. No person shall be eligible for appointment as a director who:

(a) is subject to a sequestration order or has in place any arrangement or composition with their creditors or the equivalent thereof in any jurisdiction to which the person is subject;

(b) is prohibited from being a director by law;

(c) has, within five years before the day of nomination or appointment, been convicted in the United Kingdom of any offence and has had passed on them a sentence of imprisonment (whether suspended or not) for a period of not less than three months without the option of a fine;

(d) is or may on the basis of medical evidence be suffering from mental disorder; or

(e) has, within five years before the date of their nomination or appointment, had a football banning order issued to them.

15.3. No Member other than a director retiring at the meeting under article 14.4 (who shall be eligible for election without nomination) shall be eligible for appointment as a director at an annual general meeting except with the consent of the directors, such consent not to be unreasonably withheld or delayed, and unless nominated for

election by notice in writing signed by not less than 12 Members (or, if less, one-tenth of the total number of Members at the time), each of whom (i) has been a Member throughout the period of six months ending with the date of nomination (subject to article 15.6), (ii) is aged 16 years or more, and (iii) is duly qualified to attend and vote at the annual general meeting.

Any such notice must be delivered to the registered office of the Company, addressed to the Company, not less than 42 clear days before the date appointed for the meeting, and must be accompanied by a statement signed by the candidate stating (i) their willingness to be appointed, and (ii) the particulars which would, if they were appointed, be required to be including in the Company's register of directors. The notice may consist of several documents in like form, each signed by one or more of the nominating Members. Any nomination received less than 42 clear days before the date appointed for the annual general meeting shall be ineffective and shall not be carried forward as a nomination for the next election at the next annual general meeting.

15.4. Elections of directors as provided in article 14.6 shall be conducted either:

- (a) on a poll of the Members taken at the annual general meeting; or
- (b) if the directors so determine, by postal ballot or electronic ballot of the Members conducted in accordance with article 34 in that part of the Company's financial year which precedes the date of the annual general meeting, in which event the result shall be declared at the annual general meeting.

Subject to article 15.6(c), the vacancies shall be filled by those candidates obtaining the most votes in their favour. The Members entitled to vote in an election of directors conducted by postal ballot or electronic ballot are those Members who, on the voting date, are entitled to vote on an ordinary resolution.

15.5. If, on the election of directors, there are more candidates than vacancies to be filled by the election, each Member entitled to vote in the election shall have one vote in respect of each vacancy, but cannot be required to cast all or any of their votes.

15.6. If, on the election of directors, there are not more candidates than vacancies to be filled by the election:

- (a) each Member entitled to vote in the election shall have one vote in respect of every candidate, but cannot be required to cast all or any of their votes;
- (b) each vote shall be capable of being cast either for or against the candidate concerned; and
- (c) a candidate shall be elected if, and only if, more votes are cast for them than against them.

15.7. The directors may establish Rules in respect of any election of directors to govern, or provide guidance in respect of, the conduct of campaigning by candidates.

15.8. Unless otherwise determined by the directors, a candidate for election may not withdraw their nomination after the notice of the meeting at which the election is to

be conducted or (as the case may be) the notice of postal ballot or electronic ballot is sent to Members.

- 15.9. All candidates shall be entitled to furnish the Company, before the closing date for nomination of candidates, with an election address of not more than 500 words.
- 15.10. Subject to article 15.12, the Company shall send a copy of each address to each Member who is entitled to vote in the election.
- 15.11. Each Member's copy shall be sent in the same manner and, so far as practicable, at the same time as, the notice of the meeting at which the election is to be conducted or (as the case may be) the notice of postal ballot is sent to Members, or as soon as is practicable thereafter, but failure to do so shall not invalidate the election.
- 15.12. Article 15.10 does not require the Company to send copies of an address to Members in any case where the rights conferred by that article are being abused to seek needless publicity for a defamatory matter or for frivolous or vexatious purposes, or where the address does not relate directly to the affairs of the Company.
- 15.13. The notice of any annual general meeting at which an election is to be conducted by poll shall specify the full name of each candidate for the office of director.
- 15.14. A director elected to office by postal ballot or electronic ballot in accordance with article 34 shall be deemed to have been elected at the annual general meeting at which the result of the ballot is announced.
- 15.15. References in this article 15 to the appointment or election of directors include (unless inconsistent with the subject or context) the reappointment or (as the case may be) re-election of directors.
- 15.16. In relation to the nomination of candidates for appointment as directors at the first annual general meeting of the Company, article 15.3 shall have effect as if the words "has been a Member throughout the period of six months ending with the date of nomination (subject to article 15.16) and" were omitted.

16. VACATION OF OFFICE OF DIRECTOR

Article 18 of the Model Articles shall be amended by the addition of the following events upon the occurrence of which a person shall cease to be a director:

- (a) they cease to be a Member;
- (b) all of the other directors resolve that they cease to be a director;
- (c) they are absent without the permission of the directors from directors' meetings for six consecutive months and the directors decide that their office be vacated.
- (d) No fewer than 10% of members who are currently eligible to vote in a General Meeting submit a proposition in writing within a thirty day period (by postal or electronic means) that a vote be held, proposing the director in question ceases to be a director, and that vote, to be held either in person at an Extraordinary General Meeting or if other directors see fit by postal or electronic ballot, returns a majority of votes cast in favour of the proposition.

17. SECRETARY

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

18. REMUNERATION OF DIRECTORS

The directors shall not be entitled to be paid any remuneration for undertaking any services for the Company, whether by way of employment or otherwise.

MEMBERSHIP

19. APPLICATION FOR MEMBERSHIP

- 19.1.** No person shall become a Member unless they have paid or committed to pay, the membership fee set down from time to time by the directors and applied to the Company using any applicable application process approved by the directors.
- 19.2.** The directors may decline to accept any application for membership if, acting reasonably and properly, they consider it is in the best interests of the Company as a whole to decline to accept, and need not give reasons for doing so.
- 19.3.** The Charity shall maintain a Register of Members and any person ceasing to be a Member shall be removed from the register.
- 19.4.** The directors may prescribe criteria for membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members. In particular, the prescribed criteria may make provision about the payment of amounts to the Company, whether by way of contributions, subscriptions, entrance fees or otherwise provided always that no Member shall be entitled to make payment to the Company, whether by way of contributions, subscriptions, entrance fees or otherwise, of an aggregate amount in excess of £100,000.

20. CLASSES OF MEMBERSHIP

- 20.1.** The directors may establish different classes of Members and set out their respective rights and obligations. In particular, the directors may choose to establish a class of membership known as a Social Member, for individuals who have made contributions to the Company that are below the required membership fee, but such members shall have no voting rights in respect of the Company.
- 20.2.** A person under the age of 16 years may be a Member, but shall not be entitled to vote at any general meeting of the Company held before they reach the age of 16.
- 20.3.** The directors may choose to establish a class of member known as "Patron" for individuals or organisations who have made, or agree to make, contributions to the company at a level to be determined by the directors. Said Patron Members will be entitled to vote at any general meeting of the company.

21. TRANSFER OF MEMBERSHIP

- 21.1.** Membership is not transferable.

22. TERMINATION OF MEMBERSHIP

22.1. The directors may establish Rules about when a person's membership terminates, including Rules about termination of membership if a particular payment is not made to the Company within a prescribed period.

22.2. The directors may terminate the membership of any Member without their consent by giving them written notice if, in the reasonable opinion of the directors:

- (a) they are guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
- (b) they have acted or have threatened to act in a manner which is contrary to the interests of the Company as a whole; or
- (c) they have failed to observe the terms of these Articles and the Rules.

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

22.3. The notice to the Member under article 22.2 must give the Member the opportunity to be heard in writing or in person as to why their membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the membership of a Member.

22.4. A Member whose membership terminates pursuant to this article 22, and a Member who withdraws from membership under article 22.1 of the Model Articles, shall not be entitled to a refund of any contribution, subscription or entrance fee, and shall remain liable to pay to the Company any subscription or other sum owed by them.

MEETINGS OF MEMBERS

23. ANNUAL GENERAL MEETINGS

An annual general meeting shall be held in each period of nine months beginning with the day following the Company's accounting reference date, at such place, date and time as may be determined by the directors.

23.1 A special general meeting other than an annual general meeting may be called if:

23.1a A written requisition signed by not less than 50 members or 10% of the membership, whichever is higher, is delivered to the company registered address. The requisition must state the purpose for which the meeting is to be convened. If the company secretary is not within the United Kingdom or is unwilling to convene a general meeting any company director may call a special general meeting.

23.1b A special general meeting called in response to a members' requisition must be held with 28 days of the date on which the requisitioned delivered to the registered office. The meeting is not to transact any business other than that set out in the requisition and the notice convening the meeting.

23.1c The arrangements for special general meeting shall follow those for general meetings as detailed in the Articles of Association.

24. ARRANGEMENTS FOR GENERAL MEETINGS

- 24.1. A general meeting (including an annual general meeting) may only be validly called by notice of at least 14 days. The period of notice shall be exclusive of the day on which it is served or deemed to be served and of the day on which the meeting is to be held.
- 24.2. The directors may make arrangements for Members and proxies who are entitled to attend and participate in a general meeting, but who cannot be seated in the main meeting room where the chairperson will be, to attend and take part in a general meeting in an overflow room or rooms. Any overflow room must have appropriate links to the main room and must enable audio-visual communication between the meeting rooms throughout the meeting.
- 24.3. The directors will decide how to divide Members and proxies between the main room and the overflow room. If an overflow room is used, the meeting will be treated as being held and taking place in the main meeting room and the meeting will consist of all the Members and proxies who are attending both in the main meeting room and the overflow room.
- 24.4. Details of any arrangements for overflow rooms will be set out in the notice of the meeting, but failure to do so will not invalidate the meeting.
- 24.5. To facilitate the organisation and administration of any general meeting, the directors may decide that the meeting shall be held at two or more locations, in accordance with the following provisions:
- (a) for the purposes of these Articles, any general meeting of the Company taking place at two or more locations shall be treated as taking place where the chairperson of the meeting presides (the "principal meeting place") and any other location where that meeting takes place is referred in these Articles as a "satellite meeting".
 - (b) a member present in person or by proxy at a satellite meeting may be counted in the quorum and may exercise all rights that they would have been able to exercise if they were present at the principal meeting place;
 - (c) the directors may make and change from time to time such arrangements as they shall in their absolute discretion consider appropriate to:
 - (i) ensure that all Members and proxies for Members wishing to attend the meeting can do so.
 - (ii) ensure that all persons attending the meeting are able to participate in the business of the meeting and to see and hear anyone else addressing the meeting.
 - (iii) ensure the safety of persons attending the meeting and the orderly conduct of the meeting; and
 - (iv) restrict the numbers of Members and proxies at any one location to

such number as can safely and conveniently be accommodated there.

- (d) the entitlement of any Member or proxy to attend a satellite meeting shall be subject to any such arrangements then in force and stated by the notice of the meeting or adjourned meeting to apply to the meeting.
- (e) if there is a failure of communication equipment or any other failure in the arrangements for participation in the meeting at more than one place, the chairperson may adjourn the meeting in accordance with these Articles. Such adjournment will not affect the validity of such meeting, or any business conducted at such meeting up to the point of adjournment, or any action taken pursuant to such meeting; and
- (f) a person ("satellite chairperson") appointed by the directors shall preside at each satellite meeting. Every satellite chairperson shall carry out all requests made of them by the chairperson of the meeting, may take such action as they think necessary to maintain the proper and orderly conduct of the satellite meeting and shall have all powers necessary or desirable for such purposes.

24.6. The directors may direct that persons wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the directors consider appropriate, and may authorise one or more persons to refuse entry to, or to eject from, such general meeting any person who fails to submit to such searches or to otherwise comply with such security arrangements or restrictions.

25. **PROCEDURE AT GENERAL MEETINGS**

25.1. 20 Members (or, if less, one tenth of the total number of Members at the time) present in person or by proxy and entitled to attend and to vote on the business to be transacted at a general meeting shall be a quorum for all purposes.

25.2. The chairperson of a general meeting shall take such action as they think fit to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting, and the chairperson's decision, taken in good faith, on matters of procedure or arising incidentally from the business of the meeting shall be final, as shall be their determination as to whether any matter is of such a nature.

25.3. The chairperson may invite any person to attend and speak at any general meeting of the Company whom the chairperson considers to be equipped with knowledge or experience of the Company's activities to assist in the deliberations of the meeting.

26. **VOTES OF MEMBERS**

26.1. Subject to the Act and article 20.2, at any general meeting, every Member (except from any Social Member (or other category of member established by the directors under Article 20.1 who do not have voting rights) who is present in person (or by proxy) shall on a show of hands have one vote and every Member present in person (or by proxy) shall on a poll (subject to articles 15.5 and 15.6) have one vote.

27. **DEMANDING A POLL**

- 27.1. Article 30(2)(c) of the Model Articles shall be amended by substituting the word **"five"** for the word **"two"**.
- 27.2. Article 30(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.
- 27.3. A poll may not be demanded on the election of a person to chair a meeting or on a question of adjournment.

28. **PROCEDURE ON POLL**

- 28.1. Polls at general meetings must be taken when, where and in such manner (including the use of ballot or voting papers or tickets) as the chairperson of the meeting directs.
- 28.2. The chairperson 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.
- 28.3. The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.
- 28.4. A poll must be taken within 30 days of the date of the meeting at which the poll was demanded.
- 28.5. A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.
- 28.6. 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. 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.

29. **PROXIES**

- 29.1. Article 31(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Article.
- 29.2. Article 31(3) of the Model Articles shall be amended by the substitution, for the words "on one or more resolutions", of the words "at the meeting".
- 29.3. Any notice of a general meeting must specify the address or addresses ("proxy notification 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 or electronic form.
- 29.4. Subject to articles 29.5 and 29.6, a proxy notice must be delivered to a proxy notification address not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 29.5. In the case of a poll taken more than 48 hours after it is demanded, the notice must be delivered to a proxy notification address not less than 24 hours before the time appointed for the taking of the poll.

- 29.6. 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 delivered:
- 29.7. in accordance with article 29.4; or
- 29.8. at the meeting at which the poll was demanded to the chairperson, secretary (if any) or any director.
- 29.9. 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.
- 29.10. A notice revoking a proxy appointment only takes effect if it is delivered before:
- (a) the start of the meeting or adjourned meeting to which it relates; or
 - (b) (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.
- 29.11. The directors may at their discretion determine that, in calculating the periods mentioned in this article 29, no account shall be taken of any part of a day that is not a working day.

30. CORPORATE REPRESENTATIVES

- 30.1.** A corporation (whether or not a company within the meaning of the Act) which is a member may nominate any individual as its representative at any meeting of the Company.
- 30.2.** The representative shall be entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if it were an individual Member.
- 30.3.** The corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if its representative is present at it, and all references to attendance and voting in person shall be construed accordingly.
- 30.4.** A director or the Company Secretary (if any) may require the representative to produce evidence of their authority reasonably satisfactory to them before permitting them to exercise their powers.

31. MATTERS RESERVED FOR MEMBERS

- 31.1.** Subject to article 35, the following matters shall require the prior approval of Members by special resolution:
- (a) altering the name of the Company.
 - (b) changing the nature of the Company's activities in any material way; and
 - (c) any alteration to these Articles.

ADMINISTRATIVE ARRANGEMENTS

32. MEANS OF COMMUNICATION TO BE USED

- 32.1.** Any notice, document or other information shall be deemed served on or delivered to a Member by the Company:

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 24 hours after it was posted.
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the Member receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article 32, no account shall be taken of any part of a day that is not a Business Day.

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

32.3. A Member who, for the purposes of the Register of Members, registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice, document or other information from the Company.

32.4. A Member present in person or by proxy at any general meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.

33. RULES

33.1. The directors may from time to time establish, alter and repeal such rules as they may deem necessary or expedient for the proper conduct and management of the Company. If there is a conflict between the terms of these Articles and any rules established under this article 33, the terms of these Articles shall prevail.

33.2. Without prejudice to any other provision of these Articles, Rules may make provision for the following matters, but are not restricted to them:

- (a) admission of Members (including the admission of corporate or unincorporated bodies to membership), and in particular the admission criteria for Members.
- (b) classes of Members and the rights and privileges of such Members.

- (c) the entrance fees, subscriptions, contributions and other fees or payments to be made by Members, subject always to article 19.3.
- (d) the conduct of election campaigning (article 15.7); and
- (e) the procedure at general meetings, in so far as such procedure is not regulated by the Act or these Articles, and arrangements for facilitating the organisation and administration of any general meeting.

33.3. The directors shall adopt such means as they deem sufficient to bring to the notice of Members all Rules, alterations and repeals, and the Rules, so long as they are in force, shall be binding upon all Members.

34. POSTAL BALLOTS (AND ELECTRONIC BALLOTS) TO ELECT DIRECTORS

34.1. Where the directors determine under article 15.4(b) that the voting in an election of directors shall be conducted by postal ballot or electronic ballot, the postal ballot or electronic ballot shall be conducted in accordance with such arrangements and procedure as the directors shall determine, subject to the following principles:

- (a) notice of the ballot shall be given, in the same way as notice of a general meeting is to be given (which may be in hard copy form or electronic form, or by means of a website), to every Member who would be entitled to vote in the election if the voting date fell on the date of the notice of postal ballot or electronic ballot;
- (b) the voting date, and the address to which completed voting forms must be returned, must be clearly specified in the notice, and the period between the date of the notice and the voting date must be at least 14 days (exclusive of the date on which the notice is given and the voting date).
- (c) the notice must be accompanied by or incorporate a voting form and such explanatory notes as the directors may decide.
- (d) the Company must meet the postage costs of returning voting papers by post.
- (e) the votes cast must be fairly and accurately counted (subject to articles 34.3 and 34.6), and the count shall be overseen by an independent person;

(f) a voting form shall be void if a Member votes for more candidates than there are vacancies to be filled; and

(g) the announcement of election results at an annual general meeting pursuant to article 15.4(b) shall include the number of votes cast for each candidate.

34.2. An address specified under article 34.1(b) may be an electronic address to which completed voting forms can be returned by electronic means.

34.3. In any case where a postal ballot is conducted, the directors may make such arrangements and provision as they think fit to permit some or require all of the voting to be conducted by way of an electronic ballot (being a ballot in which Members have access on a website to a facility for registering their votes throughout the period beginning with the date of the notice of ballot and ending with the voting date). The arrangements and provision made by the directors may include (but need not be limited to) regulations prescribing:

(a) the manner in which the votes of Members who vote electronically may be registered.

(b) the manner in which the authenticity and integrity of the votes of Members who vote electronically is to be established; and

(c) the consequences of any irregularities occurring in the course of the electronic ballot, including the validity of multiple votes cast by a member in the same election.

34.4. Where access to the voting facility in an electronic ballot is available for a part but not all of the period beginning with the date of the notice of ballot and ending with the voting date, and the failure to make it available throughout the period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid, such failure shall not invalidate the ballot.

34.5. The accidental omission to give notice of a postal ballot or electronic ballot, or to send a voting form, to any person entitled to receive it, or non-receipt of such a notice or voting form by such a person, shall not invalidate the ballot.

34.6. If, on a postal ballot or electronic ballot:

(a) any votes are counted that ought not to have been counted; or

(b) any votes are not counted that ought to have been counted,

the error shall not vitiate the decision arrived at unless it has been in the opinion of the independent person referred to in article 34.1(e), of sufficient magnitude so to do.

35. IRREGULARITIES

35.1. The proceedings of any meeting or 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 by accidental omission to give or any non-receipt of notice) or 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.

36. PROVISION FOR ENTRENCHMENT

Articles 2(a), 2(b), 2(c), 11.8, 19.3, 33.2(c) and 35 of these Articles may only be amended or repealed if the Members of the Company unanimously resolve to do so.

DIRECTORS' INDEMNITY AND INSURANCE

37. INDEMNITY AND INSURANCE

37.1. Subject to article 37.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

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

(b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in sub-paragraph (a) above and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

37.2. This article does not authorise any indemnity to the extent that such indemnity would

be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

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

37.4. In this article:

(a) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any subsidiary of the Company; and

(b) a "relevant officer" means any director or Company Secretary, or former director or Company Secretary, of the Company or any subsidiary of the Company.