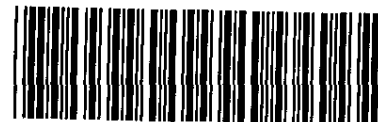


THE COMPANIES ACT 2006

THURSDAY



\*R8H98W1V\*  
RM 31/10/2019 #113  
COMPANIES HOUSE

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COMPANY LIMITED BY GUARANTEE  
NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION

of

MULTILAW

(the "Association")

*Adopted by special passed on 24 September 2016  
and as amended (Article 9.1 only) by special passed on 19 October 2019*

1. **Definitions**

In these articles:

"**Act**" means the Companies Act 2006;

"**Articles**" means these articles of association of the Association;

"**Association**" or "**Multilaw**" means Multilaw Association;

"**Board of Directors**" or "**Board**" means the Association's governing body appointed pursuant to article 9;

"**Business Day**" means any day other than a Saturday, Sunday or a public or bank holiday in any part of the world;

"**electronic address**" has the same meaning as in section 333 of the Act;

"**electronic form**" and "**electronic means**" have the same meaning as in section 1168 of the Act;

**"guarantee member"** or **"member"** means a member of the Association which has agreed to contribute to the Association in accordance with the provisions of these Articles;

**"hard copy form"** has the same meaning as in section 1168 of the Act;

**"Law Firm"** includes any Person engaged in the private practice of law which is admitted to membership of the Association;

**"Member"** or **"Member Firms"** means those firms as are guarantee members of the Association from time to time;

**"Office"** means the registered office of the Association;

**"Relevant Officer"** means any director, or manager or secretary or former director or manager or secretary of the Association or any associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6)) of the Act);

**"Rules"** means the rules of the Association as prescribed by the Board from time to time in accordance with article 14;

**"secretary"** means the person referred to in article 11; and

**"United Kingdom"** means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Act but excluding any statutory modification of the Act not in force when these articles become binding on the Association.

Words importing the singular shall include the plural and vice versa, words importing the masculine shall include the feminine, and words importing persons shall include corporations.

Any reference to a **"Person"** or **"person"** shall include an individual, body corporate, unlimited liability company, partnership, limited liability partnership, joint venture, trust, unincorporated association, unincorporated syndicate and any other legal or business entity.

Any reference to "**presence**" at a general meeting or class meeting shall include presence of a member in person or by proxy or (being a corporation or other form of person) by a duly authorised representative as prescribed in the Rules and shall include presence which is deemed in accordance with these Articles and/or the Rules (and "**present**" shall be construed accordingly).

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in visible form.

The articles contained in the Companies (Model Articles) Regulations 2008 (2008/3229) shall not apply to the Association.

## **2. Private Company limited by guarantee**

2.1 The Association is a private company limited by guarantee and accordingly no invitation shall be issued to the public to subscribe for any shares, debentures or debenture stock of the Association.

2.2 The liability of the members is limited to one pound sterling (£1), being the amount that each Member undertakes to contribute to the assets of the Association in the event of it being wound up whilst he is a member or within one year after it ceases to be a member, for;

2.2.1 payment of the Association's debts and liabilities contracted before he ceases to be a member;

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

2.2.3 adjustment of the rights of the contributories among themselves.

## **3. Objects**

3.1 The objects for which the Association is established are:

3.1.1 the promotion of a worldwide association of law firms for effective business and professional relations so as to provide an international service for clients of Member Firms;

3.1.2 the provision and maintenance of standards of professionalism and quality of service so as to provide clients of Member Firms with the confidence of having the best available legal service internationally;

3.1.3 the promotion and exchange of information and staff amongst the membership of the Association including the exchange of business opportunities and all other advantages and benefits usually associated with an association; and

3.1.4 any other lawful purposes that the Board considers desirable.

4. **Membership**

4.1 The membership of the Association shall be limited to Law Firms interested in furthering the objects of the Association and shall include those Law Firms whose application for admission as a member has received the approval of the Board in accordance with the Rules and any other rules for membership as adopted by the Board from time to time.

4.2 The membership of the Association may consist of full Members ("Full Members") and associate Members ("Associate Members"), and such other classes of members, each with such rights and obligations as may be prescribed by the Rules.

4.3 The first Full Members and the first Associate Members of the Association shall be those full members and associate members respectively in good standing of the Multilaw Association (an unincorporated association created in 1990) on the date of the incorporation of the Association.

4.4 The procedure for the admission of new members, and the resignation or termination of membership shall be as prescribed in the Rules.

5. **Guarantee Membership**

The original subscribers and such other Member Firms as are admitted to membership in accordance with the provisions contained in these Articles and the Rules shall be guarantee members of the Association and as such every Member of the Association shall be bound by these Articles, the Rules and any further regulations of the Association and shall to the best of their ability further the objects of the Association.

6. **Other Member Firms**

There shall be no limit to the number of Member Firms.

7. **Register**

On appointment the name and address of the appointed Member Firm shall be entered in a register to be kept at the Office and the provisions of the Act relating to the Association's register of Members shall be observed by the Association.

8. **General Meetings**

Provisions as to general meetings of the Association, including but not limited to their convening and proceedings and requirements as to quorum shall be as prescribed in the Rules.

9. **Board of Directors**

9.1 The governing of the Association (except as otherwise provided by these Articles and the Rules) shall be deputed to a Board of Directors of not more than 21 persons. The composition and method of election of members of the Board shall as prescribed in the Rules.

9.2 The members of the Board shall be the directors of the Association for the purposes of the Act.

10. **Chair**

There will be a Chair of the Association.

11. **Secretary**

The secretary shall be appointed by the Board and shall hold office at the will of the Board and may be a member of the Board.

12. **Powers of the Board**

Subject to the provisions of the Act and these Articles, the business of the Association shall be managed by the Board who may exercise all the powers of the Association. No alteration of these Articles shall invalidate any prior act of the Board which would have been valid if that alteration had not been made. The powers given by this article shall not be limited by any special power given to the members of the Board by these Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the members of the Board.

13. **Delegation of Board's powers**

The Board may delegate any of its powers to any committee consisting of one or more members of the Board. Any such delegation may be made subject to any

conditions the Board may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more people shall be governed by the Articles and laws regulating the proceedings of directors so far as they are capable of applying, and any Rules.

14. **Rules**

The Board may make and from time to time revoke, amend or add to such Rules, as it may think fit, for the governance and advantage of the Association, its Members, and property, and for the furtherance of the objects and purposes of the Association, PROVIDED that such Rules or any revocation, amendment or addition to the same shall not be contrary to any provision of these Articles.

15. **Members of the Board: appointments and interests**

15.1 Subject to the provisions of the Act, and provided that he or she has disclosed to the Board the nature and extent of any material interest of his or her as set out below, a member of the Board notwithstanding his or her office:

15.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Association or in which the Association is otherwise interested;

15.1.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any professional firm promoted by the Association or in which the Association is otherwise interested; but

15.1.3 shall, by reason of his or her office, be accountable to the Association for any benefit which he or she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

15.2 A member of the Board who is in any way interested in a contract or a proposed contract with the Association (whether directly or indirectly) must declare the nature of his or her interest at any meeting of the members or the Board at which such contract or proposed contract is to be discussed, or otherwise by notice to the directors in accordance with the provisions of these Articles. Having made such disclosure a member of the Board shall not be entitled to vote at a meeting of the Board or of a committee thereof in respect of such contract or proposed contract in

which he or she is interested and shall also not be counted in reckoning whether a quorum is present or deemed to be present at the meeting of the Board. A member of the Board may, notwithstanding his or her office, hold and be remunerated in respect of any office or place of profit held in the Association provided that he or she has previously complied with all requirements of the Act relating to disclosure of interests, and he or she or any Member Firm or other Person in which he or she has an interest may act in a professional capacity for the Association and be remunerated for such work and shall not by reason of his or her office be accountable to the Association for any benefit which he derives from any such office or place of profit.

16. **Interests of members of the Board**

16.1 Provided that he has declared to the Board, in accordance with the provisions of these Articles, the nature and extent of his or her interest, an member of the Board may (save as to the extent not permitted by law from time to time), notwithstanding his or her office, have an interest of the following kind; namely:

- 16.1.1 where a member of the Board (or a person connected with him or her) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, or arrangement, or transaction with the Association or any other undertaking in which the Association is in any way interested;
- 16.1.2 where a member of the Board (or a person connected with him or her) is a director, employee or other officer of, or a party to any contract, arrangement, or transaction with, or in any way interested in, any body corporate promoted by the Association or in which the Association is in any way interested;
- 16.1.3 where a member of the Board (or a person connected with him or her) is a shareholder in, employee, director, member or other officer of, or consultant to, a parent undertaking of, or a subsidiary undertaking of a parent undertaking of, the Association (as such terms are defined in section 1162 of the Act);
- 16.1.4 where a member of the Board (or a person connected with him or her) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) under the Association or body corporate in which the Association is in any way interested;
- 16.1.5 where a member of the Board is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on

behalf of the Association or any body corporate in which the Association is in any way interested;

16.1.6 where a member of the Board (or a person connected with him or her or of which he or she is a member or employee) acts (or any body corporate promoted by the Association or in which the Association is in any way interested of which he or she is a director, employee or other officer acts) in a professional capacity for the Association or any body corporate promoted by the Association or in which the Association is in any way interested (other than as auditor) whether or not he or she or it is remunerated for this;

16.1.7 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or

16.1.8 any other interest authorised by ordinary resolution of the Association.

16.2 For the purposes of this article, an interest of which a member of the Board is not aware and of which it is unreasonable to expect him or her to be aware shall not be treated as an interest of his or her.

16.3 In any situation permitted by this article (save as otherwise agreed by him or her) a member of the Board shall not by reason of his or her office be accountable to the Association for any benefit which he or she derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit,

16.4 Any authority given in accordance with section 175(4)(6) of the Act in respect of a member of the Board ("Interested Director") who has proposed that the directors authorise his or her interest ("Relevant Interest") pursuant to that section may, for the avoidance of doubt:

16.4.1 be given on such terms, and subject to such conditions or limitations as may be imposed by the authorising members of the Board as they see fit from time to time, including, without limitation:

- (a) restricting the Interested Director from voting on any resolution put to a meeting of the Board or of a committee of the Board in relation to the Relevant Interest;
- (b) restricting the Interested Director from being counted in the quorum at a meeting of the Executive or of a



committee of the Executive where such Relevant Interest is to be discussed; or

- (c) restricting the application of the provisions in articles 60(5) and 60(6), so far as is permitted by law, in respect of such Interested Director,

16.4.2 be withdrawn, or varied at any time by the members of the Executive entitled to authorise the Relevant Interest as they see fit from time to time; and

16.4.3 an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising directors pursuant to section 174(4)(b) and this article 16.

16.5 The Board may give authorisation of conflicts of interest in relation to members of the Board pursuant to section 175(5)(a) of the Act.

16.6 Subject to section 182 of the Act, a member of the Board shall declare the nature and extent of any interest permitted by article 16.116.1 at a meeting of the Board, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the directors may determine, except that no declaration of interest shall be required by a member of the Board in relation to an interest:

16.6.1 falling under article 16.1.7;

16.6.2 if, or to the extent that, the other members of the Board are already aware of such interest (and for this purpose the other members of the Board are treated as aware of anything of which they ought reasonably to be aware); or

16.6.3 if or to the extent that, it concerns the terms of his or her service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Board, or by a committee of the Board appointed for the purpose under these articles.

16.7 Provided (if these Articles so require) that he or she has declared to the Board, in accordance with the provisions of these Articles, the nature and extent of his or her interest (and subject to any restrictions on voting or counting in a quorum imposed by the directors in authorising a Relevant Interest), a member of the Board may vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which he has an interest, whether a direct or indirect interest, or in relation to which he or she has a duty, and shall also be counted in reckoning whether a

quorum is present at such a meeting.

16.8 Subject to section 239 of the Act, the Association may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this article.

16.9 For the purposes of this article:

16.9.1 a conflict of interest includes a conflict of interest and duty and a conflict of duties;

16.9.2 the provisions of section 252 of the Act shall determine whether a person is connected with a member of the Board; and

16.9.3 a general notice to the Board that an Board members is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the member of the Board has an interest in any such transaction of the nature and extent so specified.

17. **Validity of acts**

All acts done by a meeting of the Board, or of a committee of the Board, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any such person or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Board and had been entitled to vote.

18. **Entitlement to Notices**

All members of the Board whether or not absent from the United Kingdom shall be entitled to receive notice of meetings of the Board.

19. **Relaxation**

The Association may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a member of the Board from voting at a meeting of the Board or of a committee of the Board.

20. **Chair's decision**

If a question arises at a meeting of the Board or of a committee of the Board as to the right of a member of the Board to vote, the question may, before the conclusion of the meeting, be referred to the chair of the meeting and his or her ruling in relation to any member of the Board other than himself or herself shall be final and conclusive.

21. **Minutes**

21.1 The Board shall cause minutes to be made in books kept for the purpose:

21.1.1 of all appointments of members of the Board; and

21.1.2 of all proceedings at the meetings of the members of the Association, and the meetings of the Board and of committees of the Board, including the names of those present at each such meeting.

22. **Notices**

Any notice to be given to or by any person pursuant to the Articles shall be in writing.

23. **Form of Notice**

23.1 Subject to the requirements set out in the Act, any notice given or document sent or supplied to or by any person under these Articles, or otherwise sent by the Association under the Act, may be given, sent or supplied:

23.1.1 in hard copy form;

23.1.2 in electronic form; or

23.1.3 (by the Association) by means of a website (other than notices calling a meeting of the Board),

or partly by one of these means and partly by another of these means.

24. **Delivery**

24.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

24.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or 144 hours after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent

by airmail addressed to the intended recipient);

24.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

24.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

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

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

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

25. **Effectiveness**

Where the Association is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Association at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt.

26. **Deemed notice**

A Member Firm present, either in person or by proxy, at any meeting of the Association shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

27. **Indemnity**

27.1 Subject to article 27.2

27.1.1 each Relevant Officer of the Association or an associated company shall be indemnified out of the Association's assets against:

(a) any liability incurred by that person in connection with any negligence, default, breach of duty or breach of trust in

relation to the Association or an associated company;

- (b) any liability incurred by that person in connection with the activities of the Association or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and
- (c) any other liability incurred by that person as an officer of the Association or an associated company; and

27.1.2 the Association may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him or her in connection with defending any civil or criminal proceedings or any application relief from liability for negligence, default, breach of duty or breach of trust in relation to the Association's (or any associated company's) affairs and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

27.2 This article 27 does not authorise or provide any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

27.3 The Board shall be entitled to purchase and maintain insurance, at the expense of the Association, for the benefit of any Relevant Officer in respect of 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 Association, any associated company or any pension fund or employees' share scheme of the Association or associated company.

27.4 In this article 27, companies are "associated" if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## 28. **Governing Law**

The law governing the Association is that of England and Wales for the time being and that law shall apply in so far as it is not inconsistent with these Articles and the Rules, and the English language shall be the official language of the Association.

## 29. **Non-publication of Information**

No Member will publish to third parties any confidential information which has been clearly marked as confidential regarding the Members in the Association without that other Member's written consent and will treat the affairs of the Association as confidential to itself as well as all communications passed between Members of a

confidential nature.

30. **Finance**

- 30.1 The association may carry on both mutual and non-mutual activities and will maintain records to show separately income, expenditure and surpluses for both its mutual ("**mutual**") activities and non-mutual ("**non-mutual**") activities.
- 30.2 The income and property of the Association shall be applied solely towards the promotion, furtherance or protection of the objects set out in article 3, and without prejudice to this generality:
- 30.2.1 the income and property of the Association shall be applied solely towards promoting its objects;
  - 30.2.2 in making reasonable payment to the directors and others (including officers, servants, and agents of the Association) as reimbursement for out-of-pocket expenses incurred in the discharge of duties connected with the business of the Association or as remuneration for special duties undertaken by them on behalf of the Association; and
  - 30.2.3 no part of the income or property of the Association resulting from its mutual activities shall be paid or transferred (directly or indirectly) to the members of the Association, whether by way of dividend, bonus or otherwise, except as provided by article 31.
- 30.3 Any surplus in any one year shall be carried forward into subsequent years.
- 30.4 The mutual activities of the Association are to be funded by Member Firms.
- 30.5 The Board shall ensure that proper accounts of the financial affairs of the Association in respect of both its mutual and non-mutual activities are kept in accordance with law.
- 30.6 The Association shall have the power to borrow or otherwise raise any monies which in their absolute discretion may be required for any fundings of the Association and in particular, but not by way of limitation, for the purpose of acquisition of any freehold or leasehold property and the power to charge the same to secure the payment of monies so borrowed or raised.

31. **Winding up or Dissolution of the Association**

If, upon the winding up or dissolution of the Association, there remains, after the satisfaction of all its debts and liabilities, any property resulting from the mutual

activities of the Association whatsoever, the same shall be returned to Member Firms (see article 30.4) under arrangements determined by the Association having regard to the contributions made by them.