

DATED

27 APRIL 2023

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE WITHOUT
SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

ASSOCIATION FOR CONSULTANCY AND ENGINEERING

Company Number: 00132142

(Adopted by special resolution passed on 27 April 2023)



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Company Number: 00132142

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ARTICLES OF ASSOCIATION
OF
ASSOCIATION FOR CONSULTANCY AND ENGINEERING
(the Company or the Association)

(Adopted by a special resolution on 27 April 2023)

PART 1 - INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms

In these Articles:

ACE Advisory Group	means the advisory group to the Company as constituted from time to time;
Act	means the Companies Act 2006;
Affiliate	a business enterprise that provides quality tailored products and services for the benefit of the Association and its Members or is a client or industry stakeholder that wishes to ally itself with the Association as a strategic partner;
Alternate Director	has the meaning given in Article 19.1;
Articles	means these articles of association, as from time to time amended;
Associate Member	has the meaning given in Article 22.10;
Bankruptcy	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
Board	means the board of directors as constituted from time to time;
Business Day	means a day (excluding Saturdays, Sundays and bank holidays) on which banks are open for general business in the City of London;
Chair	means the chairperson of the Company;

Chair of the meeting	means the chairperson of a particular meeting;
Code of Business Practice	means the code of business practice proposed by the Board from time to time and approved by the Members by Ordinary Resolution at a general meeting;
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;
Director	means a director of the Company;
Document	includes, unless otherwise specified, any document sent or supplied in electronic form;
EIC Advisory Group	means the Environmental Industries Commission Limited advisory group as constituted from time to time;
electronic form	has the meaning given in section 1168 of the Act;
Eligible Director	means a Director who would be entitled to vote on the matter at a meeting of directors;
Full Member	means a business enterprise providing consultancy or other professional services on engineering or related matters in the built and natural environment, which has satisfied the membership criteria approved by the Board from time to time;
Large Consultancy Advisory Council	means the Association's large consultancy advisory council as constituted from time to time;
Member	means a Full Member or an Associate Member;
Membership Register	the register of Members as updated from time to time;
Permitted Group	means a Member, any of its wholly owned subsidiaries, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company, and each company in a Permitted Group is a member of the Permitted Group;
Proxy Notice	has the meaning given in article 25.1.1;
Secretary	means any person appointed to perform any of the duties of secretary of the Company;
SME Advisory Council	means the Association's SME advisory council as constituted from time to time;

Treasurer means the treasurer of the Association as elected by the Directors from among the Members from time to time;

Written Resolution a resolution of the Members in writing passed as a written resolution in accordance with the Act.

- 1.1 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company.
- 1.2 Article headings are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.3 Words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa.
- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 A reference to a “**committee**” includes any advisory group established by the Company.

2 Exclusion of other regulations

No regulations for management of a company set out in any statute or subordinate legislation concerning companies shall apply to the Company and the following shall be the articles of association of the Company.

3 Liability of members

- 3.1 The liability of each Member is limited to £1.00, being the amount that each Member undertakes to contribute to the assets of the Company in the event of it being wound up while it is a Member or within one year after it ceases to be a Member, for:
 - 3.1.1 payment of the Company’s debts and liabilities contracted before he ceases to be a Member;
 - 3.1.2 payment of the costs, charges and expenses of winding up; and
 - 3.1.3 adjustment of the rights of the contributories among themselves.

PART 2 - STATEMENT OF OBJECTS

4 Objects

- 4.1 The objects for which the Association is established are to:

- 4.1.1 promote the advancement of the business interests of consultants in the built and natural environment;
- 4.1.2 build influence in the national and international affairs which affect the Members;
- 4.1.3 enhance the collective reputation and economic vitality of the Members;
- 4.1.4 give the legislature, public bodies and others facilities for conferencing with and ascertaining the collective views of the Members;
- 4.1.5 establish, maintain and monitor trading practices and ethical business standards consistent with membership of the Association;
- 4.1.6 confer with associations representing manufacturers, contractors and other persons on matters of common interest;
- 4.1.7 give financial support to any other association, institution or body engaging in activities which are calculated in whole or part to benefit, develop, enhance or otherwise advance the professional knowledge, practice, skills and economic efficiency of the Members;
- 4.1.8 purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary or convenient for the purposes of its business, and in particular lands, buildings or works, and to construct, maintain and alter any buildings or works necessary or convenient for the Association's business;
- 4.1.9 sell, let, mortgage, dispose of or turn to account all or any of the property, rights or privileges of the Association;
- 4.1.10 undertake and execute any trusts which may lawfully be undertaken by the Association and may be conducive to its objects;
- 4.1.11 borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit;
- 4.1.12 invest the moneys of the Association not immediately required for its purposes, in or upon such investments, securities or property as may be thought fit;
- 4.1.13 establish and support or aid in the establishment and support of any charitable or benevolent associations or institutions and to subscribe or guarantee money for charitable or benevolent purposes in any way connected with the purposes of the Association or calculated to further its objects; and
- 4.1.14 do all such other things as are incidental or the Association may think conducive to the attainment of the above objects or any of them.

5 Income and property

- 5.1 The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in these Articles of Association, and no part thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit, to the members of the Association. Provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration (in the case of a Director, in accordance with Article 17) to any officer or servant of the Association, or to any Member thereof not being a member of the Board, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding 5 per cent per annum on money lent or reasonable and proper rent for premises demised or let by any Member to the Association.
- 5.2 All moneys, cheques, bills and notes belonging to the Association shall be paid to or deposited with the Association's bankers to an account opened in the name of the Association.

PART 3 - DIRECTORS

6 Directors' general authority

Subject to the Articles, and to the applicable provisions of the Act, the Directors are responsible for the management of the Association, for which purpose they may exercise all the powers of the Association.

7 Members' reserve power

- 7.1 The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 7.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

8 Directors may delegate

- 8.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
- 8.1.1 to such person or committee;
 - 8.1.2 by such means (excluding by power of attorney);
 - 8.1.3 to such an extent;
 - 8.1.4 in relation to such matters or territories; and
 - 8.1.5 on such terms and conditions,
- as they think fit.

8.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

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

9 Committees

9.1 The Directors may appoint a committee for a special purpose and delegate any of its powers to such committees as it sees fit.

9.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles, if they are not consistent with them.

9.3 Provided no direction is given by the Directors, all meetings of the committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

10 Proceedings of directors

10.1 Calling a directors' meeting

10.1.1 There shall be a minimum of six Directors' meetings per calendar year (**Regular Board Meetings**).

10.1.2 The dates for the Regular Board Meetings shall be set before the commencement of the calendar year to which they relate (such dates being subject to amendment where all Directors agree).

10.1.3 In addition to the Regular Board Meetings, where business arises which is, in the reasonable opinion of any Director, extraordinary or unreasonable, such Director (or the Secretary, if any, on such Director's instructions) may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Secretary (if any) to give such notice (**Extraordinary Board Meetings**).

10.1.4 An Extraordinary Board Meeting may be called on giving at least one Business Day's notice (unless all the directors agree to a shorter period).

10.1.5 Notice of any Directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.1.6 Notice of a Directors' meeting must be given to each Director.

10.1.7 A member of the Board shall be entitled to a notice of a meeting only at the address or email address he notified to the Board on taking office or as notified in writing to the Association of any change to that address.

10.1.8 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company before, on or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

10.2 **Quorum**

10.2.1 The quorum necessary for the transaction of the business of the Board shall be three Directors, including the Chair, subject to Article 10.3.2

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

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

10.3 **Adjournment**

10.3.1 If a quorum is not present within fifteen minutes of the time specified in the Directors' notice of the meeting, then it shall be adjourned for up to five Business Days at the same time and place.

10.3.2 If at the adjourned meeting a quorum is not present within fifteen minutes of the start time, then provided at least three Directors are present, those Directors present will constitute a quorum.

10.4 **Chairing of directors' meetings**

10.4.1 The Chair shall be the chair of the ACE Advisory Group from time to time.

10.4.2 The Chair shall chair the meetings of the Board, provided that if the Chair is not present at an adjourned Board meeting within fifteen minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

10.5 **Participation in directors' meetings**

10.5.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with the Articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

10.5.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other as long as they can all hear and speak to each other.

10.5.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

10.6 **Directors to take decisions collectively**

The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 10.7.

10.7 **Unanimous decisions**

10.7.1 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 agree on a matter.

10.7.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed a copy of it or to which each Eligible Director has otherwise indicated agreement in writing.

10.7.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at a Directors' meeting.

10.8 **Voting at directors' meetings**

10.8.1 Subject to the Articles, a decision is taken at a Directors' meeting by a majority of the votes of the participating Eligible Directors.

10.8.2 Voting shall be by a show of hands, and each Eligible Director participating in a Directors' meeting has one vote.

10.8.3 If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chair of the meeting has a casting vote.

10.8.4 Article 10.8.3 does not apply if, in accordance with the Articles, the Chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

11 **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 so authorised, involve a Director (the **Interested Director**) breaching their duty under section 175 of the Act to avoid conflicts of interest. The quorum for consideration of the relevant matter shall be three Directors.

11.2 Any authorisation under this Article will be effective only if:

11.2.1 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

- 11.2.2 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 may (whether at the time of giving the authorisation or subsequently) impose upon the Interested Director such terms and conditions for the purposes of dealing with the Conflict as the directors think fit.
- 11.4 A Director, notwithstanding the Director's office, may be a director or other officer of, employed by, or otherwise interested in, any Member or any other member of such Member's Permitted Group, and no authorisation under Article 11.1 shall be necessary in respect of any such interest.
- 11.5 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 the Director derives 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 by ordinary resolution and no contract shall be liable to be avoided on such grounds.
- 11.6 Subject to sections 177(5) and 177(6) of the Act, a Director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare in accordance with the Act the nature and extent of the Director's interest to the other Directors before the Company enters into the transaction or arrangement.
- 11.7 Subject to sections 182(5) and 182(6) of the Act, a Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of the Director's interest to the other Directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under Article 11.6.
- 11.8 Subject, where applicable, to any terms and conditions imposed by the Directors in accordance with Article 11.3, and provided a Director has 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:
- 11.8.1 may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested; and
- 11.8.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee) in respect of such transaction or arrangement or proposed transaction or arrangement in which the relevant Director is interested.

12 Records of decisions to be kept

The Board shall cause minutes to be kept of all appointments of officers made by the Board and of the proceedings of all meetings of the Association and of its committees and all business transacted at such meetings. Such minutes when signed by the Chair of the meeting or of the next meeting shall not require any further proof of the facts stated.

13 Directors' discretion to make further rules

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

14 Number of directors

The number of directors shall not be less than three and shall not be more than ten.

15 Appointment of directors

15.1 Subject to Article 15.2 any person who is willing to act as a Director, and is permitted by law to do so, may be appointed as a Director:

15.1.1 by ordinary resolution; or

15.1.2 by a decision of the Directors,

as long as the appointment does not cause the number of Directors to exceed the maximum fixed by Article 14.

15.2 Unless the Board resolves otherwise from time to time the members of the Board shall include the following:

15.2.1 the Chair;

15.2.2 the chair of the EIC Advisory Group;

15.2.3 the Treasurer;

15.2.4 the chair of the SME Advisory Council;

15.2.5 the chair of the Large Consultancy Advisory Council;

15.2.6 the chief executive officer of the Association; and

15.2.7 where the Directors from time to time identify any skills gap, a suitably experienced non-executive director having the requisite identified skills.

16 Termination of director's appointment

16.1 A person ceases to be a Director as soon as:

16.1.1 written notice is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or

16.1.2 the person leaves the employment of a Member;

- 16.1.3 the person is removed from office by a resolution duly passed under Section 168 of the Act;
- 16.1.4 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- 16.1.5 a Bankruptcy order is made against that person;
- 16.1.6 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; or
- 16.1.7 the person fails to attend at least three of any six consecutive meetings of the Board (for the avoidance of doubt, regardless of whether he has appointed an Alternate Director to attend such meetings in his place) unless he has obtained from the Board leave of absence.

17 Directors' remuneration

- 17.1 Directors may undertake any services for the company that the Directors decide.
- 17.2 Directors are entitled to such remuneration as the Directors determine:
 - 17.2.1 for their services to the Company as Directors; and/or
 - 17.2.2 for any other service which they undertake for the Company.
- 17.3 Subject to the Articles, a Director's remuneration may:
 - 17.3.1 take any form; and
 - 17.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 17.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 17.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

18 Directors' expenses

- 18.1 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:
 - 18.1.1 meetings of Directors or committees; or
 - 18.1.2 general meetings; or

otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

19 Appointment of alternate directors

19.1 Any Director (other than an Alternate Director) (the **Appointor**) may appoint as his alternate (**Alternate Director**) any other Director or any other person approved by the decision of the Directors, willing to act, to:

19.1.1 exercise the Director's powers; and

19.1.2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors in the absence of the Appointor.

19.2 Any appointment of an Alternate Director must be effected by notice in writing to the Company, signed by the Appointor, or authenticated in any other manner as approved by the Directors from time to time.

19.3 The notice of appointment must:

19.3.1 identify the proposed Alternate Director;

19.3.2 contain a statement signed by the proposed Alternate Director that he is willing to act on behalf of the Director giving the notice; and

19.3.3 specify when the appointment commences.

20 Rights and responsibilities of alternate directors

20.1 An Alternate Director has the same rights in relation to any decision of the Directors as his Appointor.

20.2 Except as the Articles specify otherwise, Alternate Directors:

20.2.1 are deemed for all purposes to be Directors;

20.2.2 are liable for their own acts and omissions;

20.2.3 are subject to the same restrictions as their Appointors; and

20.2.4 are not deemed to be agents of or for their Appointors.

20.3 An Alternate Director:

20.3.1 may act as Alternate Director to more than one Director;

20.3.2 has the same rights as his Appointor to receive notice of and attend and vote at a meeting of the Directors or of a committee of the Directors;

- 20.3.3 has one vote for every Eligible Director for whom he acts as Alternate Director but counts as only one for the purpose of determining whether a quorum is present; and
 - 20.3.4 may participate in a unanimous decision of the Directors for each of his Appointors who is an Eligible Director.
- 20.4 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of the Alternate Director's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

21 Termination of an alternate director's appointment

- 21.1 An Alternate Director's appointment terminates:
- 21.1.1 when the Alternate Director's Appointor revokes the appointment in accordance with Article 21.2;
 - 21.1.2 on the occurrence in relation to the Alternate Director of any event which, if it occurred in relation to the Alternate Director's Appointor, would result in the termination of the Appointor's appointment as a Director; or
 - 21.1.3 when the Alternate Director's Appointor's appointment as a Director terminates.
- 21.2 The revocation of the Alternate Director's appointment by his Appointor must be effected by notice in writing to the Company, signed by the Appointor, or authenticated in any other manner as approved by the Directors from time to time.
- 21.3 The notice of revocation must:
- 21.3.1 identify the Alternate Director; and
 - 21.3.2 specify when the appointment terminates.

PART 4 - MEMBERS

22 Membership

- 22.1 Membership of the Company shall be comprised of Full Members and Associate Members.
- 22.2 Affiliate status is only open to organisations which are not eligible to become a Full Member.
- 22.3 An application for Full Member status shall be made in writing on a form approved by the Board from time to time. Each application shall be submitted to the Company for processing and approval shall be based on the criteria issued by the Board from time to time.
- 22.4 An application for Affiliate status shall be processed by the Company subject to any requirements imposed by the Board from time to time. Matters relating to the commencement and termination of Affiliate status, the level of fees payable and any other relevant terms and

conditions shall in each case be documented by a separate form of contract prepared and agreed by the Company.

- 22.5 Members shall comply with the regulations and aim to achieve the standards of good practice set out in the Code of Business Practice.
- 22.6 Every new Full Member shall immediately upon approval for admission to membership pay the subscription due for the current year and no membership shall become effective until such subscription shall have been paid.
- 22.7 The subscription payable by a Full Member shall be an amount calculated in such a manner and payable on such a date or dates as shall be fixed by the Board from time to time.
- 22.8 A Full Member shall pay a full year's subscription on 1st January in each year unless notice of termination of membership has been given in writing by the Full Member at least six months before that date.
- 22.9 Should the subscription not be paid within three months of 1st January, it shall be deemed overdue. The Secretary shall take appropriate action to obtain payment and advise the Board accordingly. If a subscription remains unpaid after nine months, membership may be suspended. If a subscription remains unpaid after 12 months, membership may be terminated. Such action does not absolve the Full Member of the obligation to pay a subscription for that year.

Associate Members

- 22.10 The Board may invite any organisation whose primary business is not that of providing consultancy or other professional services on engineering or related matters in the built and natural environment, to join the company as an associate member (**Associate Member**).
- 22.11 Associate Members shall not have voting rights.
- 22.12 An invitation for Associate Member status shall be made in writing on terms issued by the Board from time to time.
- 22.13 Matters relating to the level of fees payable and any other relevant terms and conditions of Associate Member status shall in each case be determined by the Board from time to time.
- 22.14 Article 23 shall apply in relation to the termination of Associate Member status, without prejudice to any other relevant terms issued by the Board from time to time.

23 Termination of membership

- 23.1 A Member or Associate Member shall cease to be a Member or Associate Member upon the happening of any of the following events:
 - 23.1.1 at the end of the year for which a Member's or Associate Member's subscription is payable after having given to the Association notice in writing of its resignation from membership in accordance with the terms of its membership;

- 23.1.2 it goes into Administration or administrative receivership or liquidation other than for the purposes of amalgamation or reconstruction; or
 - 23.1.3 it ceases to conform to the definition of a Member or Associate Member or otherwise ceases to be qualified as a Member or Associate Member under these Articles.
- 23.2 The Board shall have the power by resolution to expel any Member or Associate Member from membership where, in the Board's opinion, the Member or Associate Member had:
- 23.2.1 committed a breach of these Articles;
 - 23.2.2 committed a breach of the Code of Business Practice; or
 - 23.2.3 been guilty of such conduct as to have rendered the Member or Associate Member to be unfit to belong to the Association,

provided that no such resolution to expel a Member or Associate Member shall have effect unless the Member or Associate Member had been given the opportunity to submit a written statement or explanation to the Board. The Member or Associate Member shall be given the opportunity to be present at the Board meeting at which its actions or conduct would be considered.

24 Members meetings

- 24.1 The Directors may call a general meeting at any time.
- 24.2 The Association may from time to time call an annual general meeting by ordinary resolution.
- 24.3 General meetings must be held in accordance with the provisions regarding such meetings in the Act.

24.4 Quorum

- 24.4.1 No business other than the appointment of the Chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 24.4.2 The quorum for a general meeting shall be ten Full Members represented by at least ten persons.

24.5 Adjournment

- 24.5.1 If a quorum is not present within fifteen minutes of the time specified in the notice of the general meeting, then it shall be adjourned for up to ten Business Days at the same time and place. If at the adjourned meeting a quorum is not present within fifteen minutes of the start time, then provided at least five Members are present, those Members present will constitute a quorum.
- 24.5.2 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

24.6 Chairing general meetings

- 24.6.1 The Chair shall chair general meetings if present and willing to do so.
- 24.6.2 If the Chair is unwilling to chair the meeting or is not present within fifteen minutes of the time at which a meeting was due to start:
- (a) the Directors present; or
 - (b) (if no directors are present), the meeting, must appoint a Director or Member to chair the meeting, and the appointment of the Chair of the meeting must be the first business of the meeting.

24.7 Attendance and speaking at general meetings

- 24.7.1 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 24.7.2 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 24.7.3 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 24.7.4 General meetings may consist of a conference between Members some or all of whom are in different places provided that each Member who participates is able:
- (a) to hear each of the other participating Members or Associate Members addressing the meeting; and
 - (b) if he so wishes, to address each of the other participating Members simultaneously,
 - (c) whether directly, by conference telephone or by any other form of communications equipment (whether in use when this Article **Error! Reference source not found.** is adopted or developed subsequently) or by a combination of such methods. A quorum shall be deemed to be present if those conditions are satisfied in respect of at least the Members required to form a quorum. A meeting held in this way shall be deemed to take place at the place where the largest group of Members is assembled or, if no such group is readily identifiable, at the place from where the chair of the meeting participates.
- 24.7.5 Associate Members may attend and speak at general meetings.
- 24.7.6 Directors may attend and speak at general meetings, whether or not they are Members.

24.8 Member resolutions

24.8.1 Where the notice convening a general meeting states the precise wording of a proposed resolution, no new wording or amendments shall be proposed at such meeting unless the Chair of the meeting considers it necessary to correct a manifest error which does not alter in substance the meaning or effect of the resolution. A completed proxy for such resolution shall be deemed to refer to the corrected resolution.

24.8.2 Any Full Member entitled to be represented and to vote at a meeting may submit any resolution to any general meeting, provided that at least six weeks before the day appointed for the meeting such Full Member shall have served upon the Association a signed written notice which shall contain the proposed resolution and a statement of intent to submit the same. Upon receipt of any such notice, the Company Secretary shall include notice of the resolution proposed in the papers for the meeting.

24.9 Voting

24.9.1 Only Full Members may vote at general meetings.

24.9.2 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with Article 24.10.

24.9.3 On a vote on a resolution on a show of hands a Full Member is entitled to cast one vote.

24.9.4 On a vote on a resolution on a poll a Full Member is entitled to cast one vote.

24.9.5 A Full Member entitled to vote at a general meeting may nominate any person entitled to be present to act as its proxy.

24.9.6 A Full Member shall not be entitled to be represented or vote if its subscription has not been paid.

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

24.9.8 Any objection to the validity of a voter shall be referred to the Chair of the meeting whose decision shall be final.

24.10 Poll

24.10.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

24.10.2 A poll may be demanded at any general meeting by:

- (a) the Chair of the meeting; or
- (b) a person having the right to vote on the resolution.

24.10.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the Chair of the meeting consents to the withdrawal,

and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

24.10.4 Polls must be taken immediately and in such a manner as the Chair of the meeting directs.

25 Proxy notices

25.1 Content

25.1.1 Proxies may only validly be appointed by a notice (**Proxy Notice**) which:

- (a) states the name and address of the Member appointing the proxy;
- (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate,

and a Proxy Notice which is not delivered in such a manner shall be invalid, unless the Directors, in their discretion, accept the Proxy Notice at any time before the meeting.

25.1.2 The Directors may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

25.1.3 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.

25.1.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

- (a) 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

- (b) 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.

25.2 Delivery of notices

- 25.2.1 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.
- 25.2.2 A Proxy Notice in relation to which a right to vote is to be exercised must be delivered so that it is received by the Company:
 - (a) in the case of a meeting or adjourned meeting, at any time before the time for holding the meeting or adjourned meeting, or any earlier time (but not earlier than forty-eight hours before the time for holding the meeting or adjourned meeting) that the Directors may specify; and
 - (b) in the case of a poll taken otherwise than at the meeting or adjourned meeting, before the poll is taken.
- 25.2.3 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 25.2.4 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 taken otherwise than at the meeting or adjourned meeting, before the poll is taken.
- 25.2.5 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.

PART 5 - ADMINISTRATIVE ARRANGEMENTS

26 Means of communication to be used

- 26.1 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 Act provides for Documents or Information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 26.2 The Company may send or supply Documents or Information to Members by making them available on a website.

- 26.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.
- 26.4 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

27 Notice and service of documents

- 27.1 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 Company under the Act, shall be in writing and may be given, sent or supplied:
- 27.1.1 by hand or sent by pre-paid first-class post or other next working day delivery service to the Company or any other company at its registered office or to the address notified by or to the Company for that purpose; or
 - 27.1.2 by email to the email address last notified to or by the Company from time to time.
- 27.2 Any notice shall be deemed to have been received:
- 27.2.1 if properly addressed delivered by hand, at the time the notice is left at the address;
 - 27.2.2 if properly addressed and sent by pre-paid United Kingdom first-class post or other next working day service delivery providing proof of delivery, to an address in the United Kingdom, at 9.00am on the second Business Day after posting;
 - 27.2.3 if properly addressed and sent by a reputable international express courier to an address outside the country from which it is sent, on signature of a delivery receipt; or
 - 27.2.4 if properly addressed and sent by email, one hour after the Document of Information was transmitted or, if this time falls outside the hours of 9.00am to 5.00pm on a Business Day, at 9.00am on the Business Day after transmission.
- 27.3 For the purpose of this Article all references to time are to local time in the place of deemed receipt.
- 27.4 Proof that an envelope containing a notice or other Document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other Document was sent. Proof that a notice or other Document contained in an electronic communication was properly addressed shall be conclusive evidence that the notice or other Document was sent.

28 Company seals

- 28.1 Any common seal of the Company may only be used by the authority of the Directors.

- 28.2 The Directors may decide by what means and in what form any common seal is to be used.
- 28.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least by:
- 28.3.1 two Authorised Persons; or
 - 28.3.2 one Authorised Person in the presence of a witness who attests the signature.
- 28.4 For the purposes of this Article, an “**Authorised Person**” is:
- 28.4.1 any Director of the Company;
 - 28.4.2 the Company Secretary (if any); or
 - 28.4.3 any person authorised by the Directors for the purpose of signing Documents to which the common seal is applied.

29 Inspection of accounts

- 29.1 The Directors shall cause proper books of accounts to be kept so as to give a true and fair view of the state of affairs of the Association and otherwise in accordance with the requirements of the Act.
- 29.2 The books of accounts shall be kept at the Office or, subject to the provisions of the Act, at such other place or places as the Board shall think fit, and shall always be open to the inspection of the Directors.
- 29.3 The Association in a general meeting may from time to time make reasonable conditions and regulations as to the time and manner of the inspections by the Members of the accounts and books of the Association, or any of them, and subject to such conditions and regulations the accounts and books of the Association shall be open to the inspection of Members at all reasonable times.

30 Indemnity

Subject to the provisions of the Act but without prejudice to any indemnity to which a member of the Board may otherwise be entitled, every member of the Board or other officer or auditor of the Association shall be indemnified out of the assets of the Association against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association. The Board shall be entitled to purchase and maintain through the Association a policy or policies of insurance for any officer or auditor of the Association against any liability which may attach to any of them in respect of any negligence, default, breach of duty, breach of trust or any other wrongful act committed in the execution or performance of their duties including any liability incurred by them in defending any proceedings therefor.