

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

TECHUK LIMITED
(the "Company")

As adopted by the Company on 2 July 2020

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Article heading and number

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ARTICLES FOR PRIVATE COMPANIES LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

TECHUK LIMITED

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS

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

"Admission Date"	the date on which an applicant for membership of the Company is admitted to membership;
"Appointment Committee"	the appointment committee of the Board, whose constitution, scope and manner of operation shall be determined in accordance with the Rules;
"Articles"	the Company's articles of association (as amended from time to time);
"Authorised Representative"	the representative appointed pursuant to Article 26.11 by each Full Member and each Other Member which is not an individual;
"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"	the board of directors of the Company from time to time;
"Chair"	has the meaning given in Article 17;
"Companies Acts"	the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;
"Director"	a director of the Company, including any person occupying the position of director, by whatever name called;
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form;
"Elected Directors"	the Directors as are appointed from time to time pursuant to Article 4.2.1;

"electronic form"	has the meaning given in section 1168 of the Companies Act 2006;
"Ex Officio Officers"	the Chair, the chief executive officer of the Company, the Secretary and the finance director of the Company in office (if any) at the relevant date;
"Full Member"	a company, partnership, unincorporated association or individual active in the Sector who has been admitted as a Full Member of the Company pursuant to Article 26.1.1;
"Members"	Full Members and Other Members of the Company;
"Membership Committee"	the membership committee of the Board, whose constitution, scope and manner of operation shall be determined in accordance with the Rules;
"Membership Fees"	the fees payable by Members on their Admission Date and at each subsequent Subscription Date, as determined by the Board from time to time;
"Nominations Committee"	the nominations committee of the Board, whose constitution, scope and manner of operation shall be determined in accordance with the Rules;
"Operational Board Committee"	the operational board committee of the Board, whose constitution scope, and manner of operation shall be determined in accordance with the Rules;
"ordinary resolution"	has the meaning given in section 282 of the Companies Act 2006;
"Other Members"	any persons admitted to membership of the Company pursuant to Article 26.1.2;
"participate"	in relation to a Directors' meeting, has the meaning given in Article 15;
"proxy notice"	has the meaning given in Article 35;
"Remuneration Committee"	the remuneration committee of the Board, whose constitution, scope and manner of operation shall be determined in accordance with the Rules;
"Rules"	the rules of the Company in force from time to time made by the Board pursuant to Article 7;
"Selected Directors"	the Directors as are appointed from time to time pursuant to Article 4.2.2;
"special resolution"	has the meaning given in section 283 of the Companies Act;
"subsidiary"	has the meaning given in section 1159 of the Companies Act;

"Subscription Date"	in respect of a Member, the anniversary of the Member's Admission Date and each subsequent anniversary of that date;
"Secretary"	the company secretary, if any, of the Company appointed by the Board from time to time;
"Sector"	that sector which encompasses the selection, provision, application, utilisation, programming, operation, maintenance, support, integration, design, modification, marketing, service provision or management of: <ul style="list-style-type: none"> (a) computers, computer networks and computer software; (b) data communication devices; (c) computing systems or other information or information technology systems; (d) electronic, telecommunications, information technology and multimedia businesses, both civil and military, involving systems, products and services; (e) business systems, equipment, machines and ancillary products; and (f) such other business areas as may from time to time be considered by the Board compatible with the foregoing;
"Website"	the website maintained by the Company from time to time; and
"writing"	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

1.3 In the Articles, each gender includes all genders and the singular shall include the plural and *vice versa*, and headings are used for convenience only.

1.4 The regulations contained in the model articles for private companies limited by guarantee (as set out in schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 3229/2008)) shall not apply to the Company.

2. LIABILITY OF MEMBERS

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 the Company being wound up while it is a Member or within one year after it ceases to be a Member, for:

2.1 payment of the Company's debts and liabilities contracted before it ceases to be a Member;

- 2.2 payment of the costs, charges and expenses of winding up; and
- 2.3 adjustment of the rights of the contributories among themselves.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3. DIRECTORS' GENERAL AUTHORITY

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

4. CONSTRUCTION OF THE BOARD OF DIRECTORS

4.1 The Board shall appoint:

4.1.1 a president of the Company;

4.1.2 one or more deputy presidents; and

4.1.3 such other vice presidents as the Board may from time to time determine;

from among the Selected Directors and the Elected Directors.

4.2 The Board shall (save as otherwise determined by it) be made up of:

4.2.1 up to 10 Directors each being a representative of a Full Member, nominated by a Full Member, and, on the occasions that more nominations are made than there are vacancies available, selected by election among the Full Members, subject to payment of any applicable Membership Fees (such Directors being the "**Elected Directors**");

4.2.2 up to 24 Directors, who need not be Members or Authorised Representatives of Members, proposed by the Nominations Committee (in accordance with the Rules) and whose nomination has been approved by the Board and by the Company pursuant to Article 4.3 and subject to payment of any applicable Membership Fees (such Directors being the "**Selected Directors**"); and

4.2.3 the Ex Officio Officers of the Company, who shall be proposed by the Appointment and Remuneration Committee and approved by the Board and shall be entitled to attend and speak at Board meetings and meetings of any Committees upon which they sit, but shall not be entitled to vote thereat.

4.3 The appointment of the Elected Directors and Selected Directors as Directors shall be subject to the prior ratification of the Company in general meeting and any such appointments not so ratified will not be made.

4.4 The appointment as Directors of the Elected Directors and Selected Directors whose appointment is ratified pursuant to Article 4.3 shall be effective from the day following the annual general meeting at which their nomination is ratified and such appointments shall be for a period determined as follows:

- 4.4.1 in the case of Elected Directors, each shall retire upon the expiry of 3 years from their appointment or immediately prior to the third annual general meeting after such appointment, if earlier;
 - 4.4.2 in the case of Elected Directors, at every annual general meeting, one third of such Directors or if their number is not three or a multiple of three the number nearest to one third shall retire from office but if there is only one such Director, that Director shall retire;
 - 4.4.3 subject to the provisions of the Companies Act, the Elected Directors to retire by rotation under Article 4.4.2 shall be those who have been longest in office since their last appointment or reappointment but as between persons who became or were last appointed Directors on the same day those to retire shall (unless otherwise agree among themselves) be determined by lot; and
 - 4.4.4 in the case of Selected Directors, each shall retire upon the expiry of 3 years from their appointment or immediately prior to the third annual general meeting after such appointment if earlier.
- 4.5 An Elected Director or Selected Director who retires pursuant to the provisions of Article 4.4 (whether by rotation or otherwise) may, if willing to act, be reappointed. The Nominations Committee may consider the reappointment of retiring Directors wishing to be reappointed.
 - 4.6 There shall be no maximum number of Directors and the minimum number of Directors shall be nine.
 - 4.7 A person may be appointed a Director notwithstanding that they have attained the age of seventy years or more, and no Director shall be required to vacate office by reason only of their having attained that or any other age.
 - 4.8 Subject to the provisions of the Articles, no Director shall, where the Director is an employee of or an officer of or a partner in or the principal of a Member, be entitled to vote at a Board meeting if any monies due and payable to the Company by that Member are one month or more overdue for payment (whether lawfully demanded or not).

5. RESIGNATION OF A DIRECTOR

- 5.1 In the event that a Director, being an employee of, or an officer or partner in (or the principal of a Member) shall cease to hold such employment, office or position, they shall immediately cease to be entitled to attend Board or Committee meetings and shall be deemed on the date on which they cease to hold such employment, office or position to have tendered their resignation in writing as a Director, which resignation shall have immediate effect, subject always to Article 5.3.
- 5.2 Where an Elected or Selected Director fails to attend three consecutive properly called meetings of the Board without valid excuse (to be determined in the sole discretion of a duly called and quorate Board meeting, at which said Director may attend and speak but not vote) that Director shall be deemed at the conclusion of the third such meeting to have tendered their resignation in writing as a Director, which resignation shall have immediate effect, subject always to Article 5.3.
- 5.3 The Board may, at its sole discretion and provided that the Director is willing to continue in office as a Director, refuse to accept or defer the acceptance of any resignation tendered pursuant to Article 5.1 or 5.2 or reinstate a Director whose office is vacated pursuant to Article 6.1 for such period as it shall determine, which period

shall not extend beyond the first date on which the Director in question would have been required to resign in accordance with the Articles.

6. VACATION OF OFFICE

6.1 Where a Member withdraws pursuant to Article 26.14 (a "**Leaver**") or is expelled pursuant to Article 27.1 (an "**Expelled Member**"):

6.1.1 any Elected Director that they have nominated; or

6.1.2 where an employee of or an officer of or a partner in or the Principal of that Member is a Selected Director, that Director,

shall vacate office as a Director with effect from, in the case of a Leaver, the date its notice of withdrawal is acknowledged by the Secretary or in the case of an Expelled Member (save as hereafter provided) the date of the notice of expulsion.

6.2 Where a Member is suspended pursuant to Article 27.2:

6.2.1 any Elected Director that they have nominated; or

6.2.2 where an employee of or an officer of or a partner in or the Principal of that Member is a Selected Director, that Director,

shall not be entitled to attend Board or Committee meetings for the period of the Member's suspension.

7. POWER AND CONDUCT OF THE BOARD

7.1 The business of the Company shall be managed by the Board, which may exercise all powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not, by the Companies Act or by the Articles, required to be exercised or done by the Company in general meeting, subject nevertheless:

7.1.1 to the provisions of the Articles and the Companies Act; and

7.1.2 to such acts being not inconsistent with the Articles or the Rules.

7.2 The Board may from time to time make, alter and repeal all Rules or other memberships rules of the Company, or of any committee, as it deems necessary or expedient or convenient for the proper conduct and management of the Company.

7.3 The Board shall adopt such means as it shall deem sufficient to bring to the notice of the Members all Rules and all alterations and repeals thereto and all such Rules so long as they are in force, shall be binding upon all such Members, provided always that no such Rules shall be inconsistent with or shall affect or repeal anything contained in the Articles or constitute such an amendment of or addition to the Articles as could only lawfully be made by the Company in general meeting.

8. COMMITTEES

8.1 The Board shall be entitled to appoint one or more of the following committees:

8.1.1 a Membership Committee;

8.1.2 a Nominations Committee;

- 8.1.3 an Operational Board Committee;
- 8.1.4 an Appointment Committee; and
- 8.1.5 a Remuneration Committee

and such other committees or interest groups as it deems necessary and delegate to such committees and interest groups such of its powers as it determines.

- 8.2 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.
- 8.3 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. **MEMBERS' RESERVE POWER**

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

10. **FEES**

The Board shall be responsible for determining from time to time the level of Membership Fees payable by Members.

11. **DIRECTORS MAY DELEGATE**

- 11.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
 - 11.1.1 to such person or committee;
 - 11.1.2 by such means (including by power of attorney);
 - 11.1.3 to such an extent;
 - 11.1.4 in relation to such matters or territories; and
 - 11.1.5 on such terms and conditions;as they think fit.
- 11.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 11.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

DECISION-MAKING BY DIRECTORS

12. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

12.1 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 13.

12.2 If:

12.2.1 the Company only has one Director; and

12.2.2 no provision of the Articles requires it to have more than one Director,

the general rule does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

13. UNANIMOUS DECISIONS

13.1 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.

13.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.

13.3 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.

13.4 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.

14. CALLING A DIRECTORS' MEETING

14.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Secretary to give such notice.

14.2 Notice of any Directors' meeting must indicate:

14.2.1 its proposed date and time;

14.2.2 where it is to take place; and

14.2.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

14.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

14.4 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 not more than 7 days 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.

15. PARTICIPATION IN DIRECTORS' MEETINGS

- 15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 15.1.1 the meeting has been called and takes place in accordance with the Articles, and
 - 15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 15.3 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.

16. QUORUM FOR DIRECTORS' MEETINGS

- 16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 16.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than nine.
- 16.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- 16.3.1 to appoint further Directors, or
 - 16.3.2 to call a general meeting so as to enable the Members to appoint further Directors.

17. CHAIRING OF DIRECTORS' MEETINGS

- 17.1 The Directors may appoint a Director to chair their meetings.
- 17.2 The person so appointed for the time being is known as the Chair.
- 17.3 The Directors may terminate the Chair's appointment at any time.
- 17.4 If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

18. CASTING VOTE

Unless, in accordance with the Articles, the Chair or other Director chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes, if the numbers of votes for and against a proposal are equal, the Chair or other Director has a casting vote.

19. CONFLICTS OF INTEREST

- 19.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

- 19.2 But if paragraph 19.3 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 19.3 This paragraph applies when:
- 19.3.1 the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process;
 - 19.3.2 the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 19.3.3 the Director's conflict of interest arises from a permitted cause.
- 19.4 For the purposes of this Article, the following are permitted causes:
- 19.4.1 a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
 - 19.4.2 subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - 19.4.3 arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.
- 19.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- 19.6 Subject to Article 19.7 if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.
- 19.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

20. **RECORDS OF DECISIONS TO BE KEPT**

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

21. **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.

APPOINTMENT OF DIRECTORS

22. METHODS OF APPOINTING DIRECTORS

- 22.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
- 22.1.1 by ordinary resolution, or
 - 22.1.2 by a decision of the Directors.
- 22.2 In any case where, as a result of death, the Company has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a Director.
- 22.3 For the purposes of Article 22.2 where 2 or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older member.

23. TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as:

- 23.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law; or
- 23.2 a bankruptcy order is made against that person; or
- 23.3 a composition is made with that person's creditors generally in satisfaction of that person's debts; or
- 23.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
- 23.5 notification 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.

24. DIRECTORS' REMUNERATION

- 24.1 Directors may undertake any services for the Company that the Directors decide.
- 24.2 Directors are entitled to such remuneration as the Directors determine:
- 24.2.1 for their services to the Company as Directors, and
 - 24.2.2 for any other service which they undertake for the Company.
- 24.3 Subject to the Articles, a Director's remuneration may:
- 24.3.1 take any form, and
 - 24.3.2 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.
- 24.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

24.5 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.

25. **DIRECTORS' EXPENSES**

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

25.1 meetings of Directors or committees of Directors,

25.2 general meetings, or

25.3 separate meetings of the holders of debentures of the Company,

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

PART 3

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

26. **MEMBERSHIP**

26.1 There shall be, save as otherwise determined by the Board, two classes of Membership, being:

26.1.1 Full Members; and

26.1.2 Other Members,

respectively having the rights and obligations set out in the Articles.

26.2 Each application for membership of the Company shall be submitted to the Secretary in writing or via the Website.

26.3 The Membership Committee shall be responsible for approving or rejecting applications and for determining into which class of membership (if any) the applicant shall be admitted.

26.4 In order to be eligible to become and remain a Full Member the applicant must be a body corporate, unincorporated association or partnership which is actively involved in the Sector. Full Members (save as otherwise provided in the Articles) shall be entitled to attend, speak and vote at general meetings of the Company.

26.5 The Board has absolute discretion in deciding the membership criteria of Other Members, and the terms under which any Other Members, whether collectively or individually, apply for or renew membership.

26.6 The Board may resolve, as it sees fit, rules relating to specific groups of Other Members and the terms of such Other Members' membership of the Company will be subject to such rules.

- 26.7 The Board may either generally or in any specific case or cases determine that all or any rights to which a Member may be entitled under the Articles or any Rule shall not subsist while any Membership Fees or other monies payable to the Company by a Member are in arrears.
- 26.8 Every applicant admitted as a Member shall deliver to the Secretary a consent in writing to becoming a Member.
- 26.9 Membership shall not be transferable save in the event of an amalgamation or reconstruction of a Member in which case membership shall only be transferable provided the Member's successor conforms with the requirements for membership of the Company in force from time to time and its membership is approved by the Membership Committee.
- 26.10 Every Member of the Company shall be bound to observe the Articles and the Rules.
- 26.11 Each Full Member and Other Member not being an individual shall upon being admitted to membership give notice in writing to the Secretary nominating an Authorised Representative. Each Authorised Representative of a Member shall be its Chief Executive or such other senior executive as is approved by the Membership Committee. The Board reserves the right to reject the nomination of an Authorised Representative and to request that the Member in question appoints another person as its Authorised Representative.
- 26.12 If the Membership Committee rejects an application for membership pursuant to Article 26.3 or admits the applicant into a class of membership different from that set out in its application, the applicant shall be entitled to apply to the Board requesting that the Board reconsiders such rejection or admission to a particular class and the Board shall give its reasons in writing for such decision as soon as reasonably practicable following the applicant's request therefor.
- 26.13 Where an application for membership is accepted pursuant to Article 26.3, the applicant will be admitted to membership in the relevant class on the next following Admission Date. The Membership Fee shall, unless otherwise agreed by the Board, be paid in full within 30 days on the Admission Date and thereafter within 30 days of each Subscription Date.
- 26.14 A Member may at any time withdraw from membership of the Company by giving written notice to, and acknowledged by, the Secretary no later than 6 months (which period shall commence on the date the Member's resignation is acknowledged by the Secretary) prior to its Subscription Date or such lesser period as may be determined by the Board and notified to Members via the Website or otherwise in writing from time to time.
- 26.15 Any Member ceasing to be a Member shall not have any claim upon or interest in the funds of the Company but this Article shall be without prejudice to rights of the Company to claim any arrears of Membership Fees or other sums due from time to time from that Member to the Company at the time of its ceasing to be a Member.

27. EXCLUSION FROM OR SUSPENSION OF MEMBERSHIP

- 27.1 The Membership Committee may by written notice expel a Member if:
- 27.1.1 it shall make default in the observance of the Articles or any Rule or of any resolution of the Board; or
- 27.1.2 it defaults in the payment of Membership Fees or any other monies due to the Company; or

- 27.1.3 it shall in the opinion of the Board have been guilty of any act or practice or conduct which brings the Company into disrepute or its continued membership of the Company is against the interests of the majority of its Members; or
 - 27.1.4 it ceases to qualify as a Member pursuant to the Articles or the membership criteria then in force under any Rule; or
 - 27.1.5 the Member fails to comply with any properly approved code of practice published by or notified to Members by the Company; or
 - 27.1.6 it withdraws pursuant to Article 26.14; or
 - 27.1.7 the Member being an individual dies or becomes bankrupt or compounds with its creditors; or
 - 27.1.8 the Member being a partnership, the partnership is dissolved or becomes bankrupt; or
 - 27.1.9 the Member being a corporation, it enters into liquidation or receivership for any purpose other than a solvent amalgamation or reconstruction or has a receiving order made against it.
- 27.2 The Board may, in place of expulsion pursuant to Article 27.1, substitute such lesser penalty as it may see fit including (but not limited to) warning, reprimand or suspension.
- 27.3 Where a Member is expelled all monies paid in respect of Membership Fees or otherwise shall be forfeited to the Company without prejudice to the rights of the Company to recover from such Member any sums due from it to the Company at the time of its expulsion.
- 27.4 A Member receiving notice pursuant to any of Articles 27.1.1 to 27.1.5 inclusive may appeal against such expulsion or suspension in writing to the Secretary for review by the Membership Committee and until the resolution of the appeal (to be determined at the Membership Committee's sole discretion) any suspension shall stand and an expulsion shall constitute a suspension.
- 27.5 The Membership Committee may at any time request any Member to provide in a manner satisfactory to the Membership Committee proof that such Member remains eligible to participate in the Company pursuant to Article 26.4.

ORGANISATION OF GENERAL MEETINGS

28. GENERAL MEETINGS

- 28.1 Subject to the provisions of the Companies Acts, each general meeting of the Members shall be called by at least 14 clear days' notice.
- 28.2 The notice shall specify the time and place of the meeting and, in the case of special business, the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such and shall state the name of the proposed auditors and the names of the Directors nominated by the Nominations Committee.
- 28.3 The notice shall be given to all Members and to the auditors.

28.4 All business shall be deemed special that is transacted at an extraordinary general meeting, and that transacted at an annual general meeting, with the exception of:

28.4.1 the consideration of the accounts and balance sheets;

28.4.2 the consideration of the Directors' and auditors' reports; and

28.4.3 the appointment of, and the fixing of the remuneration of, the auditors.

29. **QUORUM FOR GENERAL MEETINGS**

29.1 No business shall be transacted at any meeting unless a quorum shall be present at the time when the meeting proceeds to business.

29.2 A quorum for the purposes of a general meeting shall be twelve Members entitled to vote upon the business to be transacted and present:

29.2.1 in the case of a Full Member being a company, partnership or unincorporated association, by its Authorised Representative; and

29.2.2 in the case of a Full Member being an individual, in person or by their proxy.

29.3 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor, such adjourned general meeting shall be dissolved.

30. **CHAIRING GENERAL MEETINGS**

30.1 If the Directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.

30.2 If the Directors have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

30.2.1 the Directors present, or

30.2.2 (if no Directors are present), the meeting,

must appoint a Director or Member to chair the meeting, and the appointment of such a person to chair the meeting must be the first business of the meeting.

30.3 The person chairing a meeting in accordance with this Article is referred to as "the person chairing the meeting".

31. **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

31.1 Directors may attend and speak at general meetings, whether or not they are Members.

31.2 The person chairing the meeting may permit other persons who are not Members to attend and speak at a general meeting.

32. **ADJOURNMENT**

- 32.1 If the Members attending a general meeting (as provided for in Article 29.2) within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the person chairing the meeting must adjourn it.
- 32.2 The person chairing the meeting may adjourn a general meeting at which a quorum is present if:
- 32.2.1 the meeting consents to an adjournment; or
- 32.2.2 it appears to the person chairing the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.
- 32.3 The person chairing the meeting must adjourn a general meeting if directed to do so by the meeting.
- 32.4 When adjourning a general meeting, the person chairing the meeting must:
- 32.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
- 32.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 32.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 32.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
- 32.5.2 containing the same information which such notice is required to contain.
- 32.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

33. **VOTING: GENERAL**

- 33.1 A resolution put to the vote of a general meeting shall be decided on a show of hands.
- 33.2 Any Member entitled to attend and vote at a general meeting shall be entitled to appoint a proxy, being either a Full Member or the person chairing the meeting, as their proxy to attend and to vote instead of them.
- 33.3 Subject to any contrary provision of the Articles and provided it has at the date of the notice of that meeting paid to the Company all sums due for payment by it hereunder, each Full Member shall have one vote. For the avoidance of doubt, Other Members shall be entitled to attend at a general meeting, but shall not be entitled to vote.
- 33.4 In the case of an equality of votes either on a show of hands, the person chairing the meeting shall be entitled to a further or casting vote.

- 33.5 A Member is able to exercise the right to speak at a general meeting when that Member is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 33.6 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.
- 33.7 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.
- 33.8 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.

34. **ERRORS AND DISPUTES**

- 34.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 34.2 Any such objection must be referred to the person chairing the meeting, whose decision is final.

35. **CONTENT OF PROXY NOTICES**

- 35.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:
 - 35.1.1 states the name and address of the Member appointing the proxy;
 - 35.1.2 identifies the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed;
 - 35.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 35.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 35.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 35.3 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.
- 35.4 Unless a proxy notice indicates otherwise, it must be treated as:
 - 35.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 35.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

36. DELIVERY OF PROXY NOTICES

- 36.1 A person who is entitled to attend, speak or vote 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.
- 36.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 36.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 36.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

37. AMENDMENTS TO RESOLUTIONS

- 37.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 37.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the person chairing the meeting may determine); and
 - 37.1.2 the proposed amendment does not, in the reasonable opinion of the person chairing the meeting, materially alter the scope of the resolution.
- 37.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 37.2.1 the person chairing the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 37.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 37.3 If the person chairing the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

PART 4

ADMINISTRATIVE ARRANGEMENTS

38. MEANS OF COMMUNICATION TO BE USED

- 38.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 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.
- 38.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

38.3 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.

39. COMPANY SEALS

39.1 Any common seal may only be used by the authority of the Directors.

39.2 The Directors may decide by what means and in what form any common seal is to be used.

39.3 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 one authorised person in the presence of a witness who attests the signature.

39.4 For the purposes of this Article, an authorised person is:

39.4.1 any Director of the Company;

39.4.2 the Secretary; or

39.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

40. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

41. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

42. INDEMNITY

42.1 Subject to paragraph 42.2, a relevant Director or director of an associated company may be indemnified out of the Company's assets against:

42.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;

42.1.2 any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);

42.1.3 any other liability incurred by that director as an officer of the Company or an associated company.

42.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

42.3 In this Article:

42.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

42.3.2 a “**relevant director**” means any director or former director of the Company or an associated company.

43. **INSURANCE**

43.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

43.2 In this Article:

43.2.1 a “**relevant director**” means any director or former director of the Company or an associated company;

43.2.2 a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company; and

43.2.3 companies are “**associated**” if one is a subsidiary of the other or both are subsidiaries of the same body corporate.