

# Scientists for Global Responsibility

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## Articles of Association

Company Number:

DRAFT

**The Companies Act 2006**  
**Company not having a share capital**  
**Articles of Association**  
**of**  
**Scientists for Global Responsibility**

**1 Name**

1.1 The name of the company is Scientists for Global Responsibility (**Company**)

**2 Registered office**

2.1 The registered office of the Company is in England and Wales.

**3 Objects**

3.1 The objects of the Company (**Objects**) are to:

3.1.1 Promote and co-ordinate research, education, discussion and related activities of scientists, engineers and those in related professions, aiming to further the ethical practice and use of science, design and technology, with a particular focus on:

- (a) campaigning for the globally just and responsible application of science and technology that contributes to peace and justice in human society and to the long-term well-being of the wider environment;
- (b) working for the elimination of nuclear weapons and other weapons of mass destruction;
- (c) promoting applications of science and technology that respect and work within planetary boundaries, including limits related to the climate system, biodiversity and ecosystems;
- (d) promoting a transfer of human and financial resources away from military applications and towards civilian ones;
- (e) promoting a transfer of human and financial resources away from non-renewable energy and material sources and towards renewable ones;
- (f) campaigning for adequate analyses of the benefits, risks and uncertainties of technological innovations (especially those, such as artificial intelligence and biotechnology, with great potential for good or ill) before commitment to their use or non-use;
- (g) promoting economic ideas and policies which are consistent with a) to f) above;
- (h) promoting a culture that recognises both the expertise of specialists and the needs of all those affected by science and technology; and
- (i) promoting the conditions in which scientists, engineers and those in related professions may use their skills in ways consistent with the values expressed in a) to f) above. Such conditions include the existence of pluralist, accountable sources of funding, and the

ability of professionals in these fields to publish their work freely and without risk of reprisals.

3.2 The Company is not established for private gain and any surplus or assets are applied to advance the Objects.

#### **4 Powers**

4.1 The Company has the power to do anything within the law which may promote or may help to promote the Objects or any of them including (but without limitation) the power:

- 4.1.1 to establish regional, local or study/ research groups;
- 4.1.2 to promote or carry out research, surveys and investigations and to publish or distribute the useful results thereof in any form;
- 4.1.3 to provide advice;
- 4.1.4 to hold exhibitions, meetings, conferences, lectures, classes, seminars and training courses;
- 4.1.5 to co-operate and exchange information with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies having similar Objects;
- 4.1.6 to collect and disseminate information on all matters affecting the Objects and make representations to the appropriate authorities, opinion formers or the press on these matters;
- 4.1.7 to write and distribute (by any means) such printed documents or audio, visual or digital media in furtherance of the Objects;
- 4.1.8 campaign, educate, examine, research, survey, publish, advertise, and lobby in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the Objects in any way;
- 4.1.9 to support, administer or set up charities and to act as trustee of any charitable funds, endowments or trusts and to establish, support or acquire subsidiary companies;
- 4.1.10 to affiliate with and where appropriate merge with any company having similar objects to the Objects;
- 4.1.11 to raise funds (including by way of subscriptions);
- 4.1.12 to borrow money, including entering into any derivative arrangement relating to that borrowing;
- 4.1.13 to give security for loans, grants and other obligations over the assets of the Company;
- 4.1.14 to acquire, rent or hire property of any kind;
- 4.1.15 to sell, let, license, mortgage or dispose of property of any kind;
- 4.1.16 to make grants, awards, prizes or donations;

- 4.1.17 to make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company;
- 4.1.18 to set aside funds for special purposes or as reserves against future expenditure;
- 4.1.19 to deposit or invest funds in any manner;
- 4.1.20 to enter into any derivative arrangement in connection with any investment;
- 4.1.21 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 4.1.22 to employ paid or unpaid agents, staff or advisers;
- 4.1.23 to enter into contracts to provide services to or on behalf of other bodies;
- 4.1.24 to pay the costs of forming the Company;
- 4.1.25 to open and operate bank accounts and banking facilities;
- 4.1.26 to solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms;
- 4.1.27 to enter into any licence or sponsorship agreement;
- 4.1.28 to enter into any contract or agreement (including any finance lease); and
- 4.1.29 to do all such other lawful things as are incidental or conducive to the pursuit or attainment of the Objects.

## **5 Limited liability and guarantee**

- 5.1 The liability of each Member is limited to £1, being the amount each Member undertakes to contribute to the Company's assets if the Company shall be wound up while he, she or it is a Member, or within one year after he, she or it ceases to be a Member, for payment of the Company's debts and liabilities contracted before he, she or it ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

## **6 Membership**

- 6.1 The number of Members with which the Company is registered is unlimited.
- 6.2 The Company must maintain a register of Members.
- 6.3 The Members of the Company shall be the subscriber(s) to the Memorandum and such other persons as are admitted to membership by the Board of Directors
- 6.4 Every Member shall sign a written consent to become a Member.
- 6.5 A Member must be or have been a scientist (natural or social), engineer, technologist, architect and/or teacher of science and/or otherwise qualified to contribute to the Company's activities.
- 6.6 A Member must support the Objects.
- 6.7 All Members must pay to the Company an annual membership fee, of such amount as is decided by the Directors from time to time.
- 6.8 Membership is terminated if the Member concerned:

- 6.8.1 gives written notice of resignation to the Company; or
  - 6.8.2 ceases to be eligible to be a Member of the Company pursuant to the terms of any agreement in relation to the Company made between the Members from time to time of the Company; or
  - 6.8.3 dies or otherwise ceases to exist.
- 6.9 Membership of the Company is not transferable.
- 6.10 The Directors may admit such persons or organisations as they see fit including but not limited to in the following capacity:
- |        |                           |
|--------|---------------------------|
| 6.10.1 | General Supporters;       |
| 6.10.2 | Student supporters;       |
| 6.10.3 | Organisational supporters |

together known as "Supporters", in accordance with any criteria or rules set out by the Directors from time to time, provided that Supporters shall not be members of the Company for the purposes of the Act and accordingly such membership shall not bestow upon any Supporter the right to attend or vote on any matter at any general meeting of the Company.

## 7 **Expulsion of a Member**

- 7.1 The Directors may terminate the Membership of any Member without their consent by giving the Member written notice if, in the reasonable opinion of the Directors, the Member:
- 7.1.1 Is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
  - 7.1.2 has acted or has threatened to act in a manner which is contrary to the interests or Objects of the Company as a whole; or
  - 7.1.3 has failed to observe the terms of these Articles.
- 7.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his, her or its membership should not be terminated. The Directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the Directors to terminate the Membership of a Member.
- 7.3 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Company any subscription or other sum owed by them.

## 8 **General meetings**

- 8.1 The Company shall hold at least one general meeting in each calendar year, which shall be known as the "Annual General Meeting" (the "AGM") provided that not more than 15 months may elapse between successive AGMs. All general meeting other than AGMs, shall be called general meetings.
- 8.2 All Members are entitled to attend general meetings either personally or by proxy. AGMs are called on at least 21 clear days' written notice. All other general meetings are called on

at least 14 clear days' written notice specifying the business to be discussed. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

- 8.3 A general meeting may be called at any time by the Directors and must be called in accordance with the terms of the Act within 21 days of a written request from the Members made in accordance with the provisions of the Act.
- 8.4 The Directors may call a general meeting to be held at such time and place as they shall determine, but may determine that such meeting shall be held only by electronic means or a combination of a physical and electronic meeting. "**Electronic**" includes any means which uses or is facilitated by electronic or similar communication or information technology.
- 8.5 Where a general meeting is to be held by electronic means the following shall apply to such a meeting. These rules shall also apply in respect of any meeting that is held partly by electronic means:
- 8.5.1 An electronic meeting shall be held as determined by the Directors, provided that all participants may communicate with all other participants (and may include telephone conference, video conference, live webcast, live interactive streaming or similar communication or information technology).
- 8.5.2 The notice of the meeting shall state: any location at which a Member may attend the meeting physically in person (or that there is no location at which a Member may attend the meeting physically in person) and the electronic or other means by which the meeting will be held and the means by which a Member may participate.
- 8.5.3 The meeting need not be held in any particular place and may be held notwithstanding any number of those participating might not be together at the same place. Any reference to a "**place**" at which a general meeting or poll is to be held in these articles shall include physical, electronic, digital or virtual locations, web addresses, conference call telephone numbers or combination of them.
- 8.5.4 Votes shall be permitted and cast by such electronic means as determined by the Trustees. Any reference to a vote on a "**show of hands**" in these articles shall include any electronic means of voting and votes cast by that method shall be counted in determining the result of the show of hands.
- 8.5.5 A person shall be present or in attendance at such a meeting if he or she is in the location notified for the purpose of being present or attending physically in person, or if he or she is participating electronically in the meeting by the method set out in the notice calling the general meeting. Any reference to being "**present**" (including being present in person, by proxy or by authorised representative as the case may be) at, "**attend**" or "**attending personally**" a general meeting in these articles shall, except where otherwise stated, include those present or attending by electronic means.

### **Proceedings at general meetings**

#### **Quorum**

- 8.6 There is a quorum at a general meeting if 5 percent of the Members or 25 Members (whichever is fewer) entitled to attend and vote at that meeting are present in person or by proxy.
- 8.7 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine. If at such an adjourned meeting a quorum is not present within 15

minutes from the time appointed for holding the meeting the Members present in person or by proxy shall be a quorum.

### **Chair**

- 8.8 The Chair or (if the Chair is unable or unwilling to do so) some other Director elected by those present shall preside as chair at a general meeting. The Chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the Chair shall determine.

### **Voting**

- 8.9 A resolution put to the vote at a meeting will be decided on a show of hands. Each Member present in person shall have one vote.
- 8.10 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.
- 8.11 A declaration by the chair that a resolution has been carried or lost and an entry to that effect in the minutes of the meeting shall be conclusive evidence of that fact.
- 8.12 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. Any such objection must be referred to the chair of the meeting whose decision is final.

### **Proxy notices**

- 8.13 A Member may appoint another person as their proxy to exercise all or any of their rights and to speak and vote at general meetings. The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

### **Written resolutions**

- 8.14 The Company may pass a resolution in writing provided the requisite number of Members have consented to the resolution and such resolution will be effective as if it were passed at a general meeting duly convened and held where the Members would have been entitled to vote.
- 8.15 The requisite number of Members to pass a written resolution is:
- 8.15.1 in the case of an ordinary resolution, a simple majority of the Members; and
  - 8.15.2 in the case of a special resolution, Members representing not less than 75% of the total voting rights of the Members.
- 8.16 A written resolution passed under this Article will lapse if not passed before the end of six calendar months beginning with the circulation date (as defined in section 290 of the Companies Act 2006).

## **9 The Annual Conference**

- 9.1 The Company shall hold one "Annual Conference" in each calendar year which may or may not be held immediately preceding or immediately after the AGM.
- 9.2 All Members are entitled to attend the Annual Conference. Members are to be given 21 clear days' notice of the Annual Conference.

## 10 **Directors**

10.1 The Directors have control of the Company and its property and funds.

10.2 The Board shall be composed of no fewer than 5 individuals which shall include:

10.2.1 no fewer than 3 appointed Directors appointed in accordance with Article 10.6 (the "Appointed Directors"); and

10.2.2 up to 3 ex-officio Directors, who shall be those persons (if any) holding the positions of the Executive Director or Finance & Membership Manager or other staff position (as the charity trustees may determine) from time to time (the "Ex-Officio Directors").

provided that the majority of the Directors holding office at any time must be Appointed Directors.

10.3 The Board may determine the maximum number of Directors from time to time. The first Directors shall be the persons whose names are notified to Companies House on incorporation.

### **Advisors**

10.4 The AGM may elect up to 5 Members, who shall, unless the Board of Directors resolves to the contrary, be the persons who can advise the Board of Directors whether or not at a Board meeting on matters that the Directors from time to time at their discretion may determine. Subject to Article 10.5, such advisors shall be entitled to attend all meetings of the Board of Directors, but shall not be entitled to vote or be counted for the purposes of a quorum at such meetings. The Board may appoint further advisors.

10.5 The Board is not bound by the recommendations of the advisors and shall make decisions for the Company at their absolute discretion.

### **Appointment of Directors**

10.6 Directors shall be appointed to the Board by resolution of the existing Directors.

10.7 The Directors from time to time at their discretion may determine any criteria for appointment as a Director of the Company.

10.8 Every Director shall sign a written consent to become a Director.

### **Retirement and removal of Directors**

10.9 The normal terms of office for Directors shall be three years. A Director shall be eligible for re-election by the existing Directors for such number of years as the Directors shall resolve unless he or she vacates office in accordance with Article 10.10.

10.10 The office of a Director shall be vacated if:

10.10.1 he or she ceases to be a Director by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a company director; or

10.10.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or

10.10.3 a registered medical practitioner who is treating that person gives a written opinion to the Directors 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

- 10.10.4 he or she resigns his or her office by notice to the Company provided that a minimum of two Directors remain in office; or
  - 10.10.5 he or she shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his or her office be vacated;
  - 10.10.6 is removed as a Director by the Members pursuant to the Act; or
  - 10.10.7 is removed by unanimous resolution of the other Directors.
- 10.11 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting of the Board.

## **11 Proceedings of the Board**

- 11.1 The Directors must hold at least three meetings of the Board each year unless agreed otherwise by the Directors. Any Director may call a meeting of the Board by giving notice of the meeting to the Directors or by authorising the Secretary (if any) to give such notice provided that:
- 11.1.1 such notice must indicate the proposed date, time and location of the meeting and, 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;
  - 11.1.2 such notice must be given to each Director, but need not be in writing; and
  - 11.1.3 such notice 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 seven days after the date on which the meeting is held (and 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).
- 11.2 The quorum necessary at a meeting of the Board shall be determined by the Board and unless and until otherwise determined shall be two. If the total number of Directors for the time being is less than the minimum number required by Article 10.2 or the quorum required, the Directors must not take any decision other than to:
- 11.2.1 call a meeting to enable the Directors to appoint further Directors; or
  - 11.2.2 convene a general meeting and propose resolutions to be considered at such a meeting; or
  - 11.2.3 preserve the assets of the Company as a going concern, including entering into any arrangement or compromise between the Company and any creditors or any class of creditors; or
  - 11.2.4 appoint an administrator, administrative or other receiver or a licensed insolvency practitioner in any other role relating to the Company recognised by the relevant insolvency, company or property legislation as from time to time in force;

provided always that in all other respects, the provisions of these Articles in relation to the calling of meetings of the Board shall be complied with.

- 11.3 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Directors in which all Directors participating in the meeting may communicate with all the other participants. 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.
- 11.4 The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present will preside as chair at each meeting. If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chair or other Director chairing the meeting shall have a casting vote.
- 11.5 Subject to Article 11.6.1, every decision of the Directors shall be by a simple majority of the votes cast at a meeting.
- 11.6 Every Director has one vote on each issue.

#### **Decisions without a meeting**

- 11.6.1 The Directors may take a unanimous decision without holding a Board meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in writing. A decision made in accordance with this Article 11.6.1 shall be as valid and effectual as if it has been passed at a meeting duly convened and held, provided the following conditions are complied with:
- (a) approval from each Director must be received by the Chair, or if the Chair is unable or unwilling to do so, some other Director nominated in advance by the Directors for that purpose (**Recipient**);
  - (b) following receipt of the response from all of the Directors, the Recipient shall communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 11.6.1;
  - (c) the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
  - (d) the Recipient prepares a minute of the decision and circulates it to the Directors and the Secretary.
- 11.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

## **12 Powers of Directors**

- 12.1 The Directors have the following powers in the administration of the Company:
- 12.1.1 at their absolute discretion, to appoint (and remove) any person or corporate entity (who may also be a Director) to act as Secretary to the Company in accordance with the Act;
  - 12.1.2 to appoint a Chair from among their number;
  - 12.1.3 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;

- 12.1.4 to make rules consistent with these Articles and the Act to govern proceedings at meetings of the Board and of committees;
- 12.1.5 to make regulations consistent with these Articles and the Act to govern the administration of the Company; and
- 12.1.6 to exercise any powers of the Company which are not reserved to the Members or otherwise reserved to a general meeting.

### **13 Delegation**

- 13.1 Subject to these Articles, the Board may delegate any of the powers conferred on it by these Articles to such person, by such means, to such an extent, in relation to such matters and on such terms of reference as the Directors think fit and, if the Board so specifies, any such delegation may authorise future delegation of the Directors' powers by any person to whom they are delegated.
- 13.2 The Board may also delegate to any committee consisting of two or more individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a resolution of the committee shall not be effective unless a majority of those present when it is passed are Directors or it is ratified by the Board) provided that:
  - 13.2.1 all proceedings of every committee must be reported promptly to the Directors; and
  - 13.2.2 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying except that unless otherwise stated the quorum for a committee meeting shall be not less than two).
- 13.3 The Board may at any time revoke any delegation in whole or part or alter its terms.

### **14 Benefits to Members**

- 14.1 The income and property of the Company must only be applied to promote the Objects.
- 14.2 No distribution shall be paid or otherwise made to the Members (in money or money's worth) except nothing in these Articles shall prevent any payment in good faith by the Company of:
  - 14.2.1 reasonable and proper remuneration to any Member for any services and/or goods provided to the Company;
  - 14.2.2 any interest on money lent by any Member at a reasonable and proper rate; or
  - 14.2.3 reasonable and proper rent for premises demised or let by any Member.
- 14.3 In this Article, references to a Member include references to any person who is Connected to that Member.

### **15 Directors' remuneration**

- 15.1 The Directors may determine that a Director may provide services to the Company.
- 15.2 Directors shall be entitled to such remuneration as the Directors determine:
  - 15.2.1 for their services to the Company as Directors; and

15.2.2 for any other service which a Director undertakes for the Company.

15.3 Subject to these Articles, a Director's remuneration may:

15.3.1 take any form; and

15.3.2 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.

15.4 Unless the Directors agree otherwise:

15.4.1 Directors' remuneration accrues from day to day; and

15.4.2 Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of a Subsidiary Company or any other body corporate in which the Company is Interested.

## 16 **Directors' expenses**

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

16.1.1 meetings of Directors or committees of Directors; or

16.1.2 general meetings;

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

## 17 **Declaration of Interests**

17.1 Every Director has a duty to declare to the Directors the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Company or any situation or matter in relation to the Company that is, or possibly may be, a Conflict of Interest.

17.2 In the case of any proposed transaction or arrangement with the Company in which a Director (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Directors before the Company enters into the transaction or arrangement.

17.3 In the case of any existing transaction or arrangement that has been entered into by the Company or any situation or matter in relation to the Company in which a Director (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Directors as soon as is reasonably practicable.

17.4 Any declaration must be made in accordance with the provisions of the Act:

17.4.1 at a meeting of the Board; or

17.4.2 by notice in writing to the Directors; or

17.4.3 by general notice to the Directors.

17.5 A Director is not required to declare an Interest:

17.5.1 where the Director is not aware of the Interest (but the Director is treated as being aware of matters of which he ought reasonably to be aware); or

17.5.2 where the Director is not aware of the transaction or arrangement or situation or matter (but the Director is treated as being aware of matters of which he ought reasonably to be aware); or

17.5.3 if, or to the extent that, the other Directors are already aware of the Interest (or ought reasonably to be aware of the Interest).

17.6 The Company shall keep and maintain a register of Directors' Interests.

## 18 Conflicts of Interest

18.1 Subject to Article 19, a Director has a duty under the Act to avoid a situation or matter in which he or she has, or may have, a Conflict of Interest, except that in accordance with section 175(3) of the Act, this duty shall not apply to a Conflict of Interest arising in relation to a transaction or arrangement with the Company.

18.2 The duty referred to in Article 18.1 above, applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Company could take advantage of the property, information or opportunity).

## 19 Authorisation of Conflicts of Interest

19.1 Subject to Article 19.2, if a Director's Interest cannot reasonably be regarded as likely to give rise to a Conflict of Interest, he or she may participate in the decision-making process, be counted in the quorum and vote in relation to the matter.

19.2 Any uncertainty about whether a Director's Interest can or cannot reasonably be regarded as likely to give rise to a Conflict of Interest shall be determined by a majority decision of those Directors who are not so subject to the same Conflict of Interest (the "**unconflicted Directors**") and the relevant Director shall withdraw from that part of the meeting at which the determination is to be made and shall not be counted in the quorum or vote on the determination.

19.3 If a Director's Interest gives rise (or could reasonably be regarded as likely to give rise) to a Conflict of Interest, he or she must comply with Article 19.4 in relation to the transaction, arrangement, situation or matter, unless a majority of the unconflicted Directors decide that it would be in the best interests of the Company to allow the conflicted Director to participate in the decision-making process, be counted in the quorum or vote in relation to the transaction, arrangement, situation or matter, and in all other circumstances he or she must comply with Article 19.4.

19.4 If a Director with a Conflict of Interest or duty is required to comply with this Article 19.4, he or she must:

19.4.1 declare the nature and extent of his or her interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins);

19.4.2 withdraw from that part of any meeting at which the relevant transaction, arrangement, situation or matter is to be discussed unless expressly invited to remain in order to provide information;

19.4.3 not be counted in the quorum for that part of any meeting at which the relevant transaction, arrangement, situation or matter is discussed;

19.4.4 withdraw during the vote and have no vote on the relevant transaction, arrangement, situation or matter; and

19.4.5 not sign any written resolution in relation to the relevant transaction, arrangement, situation or matter (except where required to do so to confirm a resolution of the other Directors).

19.5 The unconflicted Directors may also exclude the Director from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.

19.6 In this Article, references to a Director include references to any person who is Connected to that Director.

## 20 **Records and accounts**

20.1 The Directors must comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:

20.1.1 annual reports;

20.1.2 annual statements of account; and

20.1.3 confirmation statements.

20.2 The Directors must keep proper records of:

20.2.1 all proceedings at general meetings;

20.2.2 all proceedings at meetings of the Board (including a record of all unanimous or majority decisions taken by the Board for at least ten years from the date of the decision recorded);

20.2.3 all reports of committees; and

20.2.4 all professional advice obtained.

20.3 Accounting records relating to the Company must be made available for inspection by any Director or Member at any reasonable time during normal office hours.

20.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months of such request.

20.5 A copy of the Company's latest annual accounts and annual report shall be laid before the Members at the AGM for inspection and scrutiny. The Directors shall be responsible for formally approving the Company's accounts.

## 21 **Notices**

21.1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Directors by hand, or by post or by suitable electronic means.

21.2 A technical defect in the giving of notice of a meeting of which the Directors are unaware at the time does not invalidate decisions taken at that meeting.

21.3 The Company may deliver a notice or other document to a Member by:

21.3.1 delivering it personally to the Member;

21.3.2 post or deliver a notice hand delivery to the Member's address shown in the register of Members;

- 21.3.3 electronic mail to an address notified by the Member in writing; or
- 21.3.4 by means of a website in accordance with Articles 21.4 and 21.5.
- 21.4 Notices, resolutions, documents or information may be sent or supplied to Members by means of a website provided that a Member has consented to receive notices, resolutions, documents or information in that way. A Member will be deemed to have agreed to receive notices, resolutions, documents and information in this way where they have been asked individually by the Company to agree to receive notices, resolutions, documents and information through a website and the Company has not received a response within the period of 28 days beginning with the date on which the Company's request was sent. A Member is not taken to have so agreed if the Company's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made.
- 21.5 Where any notice, resolution, document or other information is to be sent or supplied by means of a website, a Member shall be notified in accordance with Articles 21.3.1, 21.3.2 or 21.3.3 of:
- 21.5.1 its presence on the website;
- 21.5.2 the address of the website;
- 21.5.3 the place on the website where it may be accessed; and
- 21.5.4 how to access it.
- 21.6 Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member when the notice, resolution, document or other information is first made available on the website or, if later, when the Member is deemed to have received the notification given under Article 21.5 in accordance with the relevant provisions of 21.7.
- 21.7 Subject to Article 21.6, any notice, resolution, document or other information sent or supplied to Members in accordance with these Articles is to be treated for all purposes as having been received:
- 21.7.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- 21.7.2 two clear days after being sent by first class post to that address;
- 21.7.3 three clear days after being sent by second class or overseas post to that address;
- 21.7.4 on being handed to the Member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier
- 21.7.5 as soon as the Member acknowledges actual receipt.

## 22 Indemnity

- 22.1 The Company may indemnify any Director against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

## 23 Dissolution

- 23.1 On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distribute or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under

this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution, and subject to any such resolution of the Members, may be made by resolution of the Directors at or before the time of winding up or dissolution.

## 24 **Change of company name**

24.1 The name of the Company may be changed by:

24.1.1 a decision of the directors; or

24.1.2 a special resolution of the Members,

or otherwise in accordance with the Act.

## 25 **Model articles**

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

## 26 **Interpretation**

26.1 In these Articles:

**the Act:** means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force

**these Articles:** means these articles of association

**Board:** means the board of directors of the Company

**Chair:** means the Chair of the Board appointed in accordance with Article 8.8

**the Company:** means the company governed by these Articles

**clear day:** means 24 hours from midnight following the relevant event

**Conflict of Interest:** means any Interest of a Director (or any person Connected to a Director) that conflicts, or may conflict, with the interests of the Company and includes a conflict of interest and duty and a conflict of duties

**Connected Person:** has the meaning given under sections 252 to 254 of the Act and any person who is a Connected Person in relation to any Director or Member is referred to in these Articles as **Connected** to that Director or Member

**Director(s):** has the meaning prescribed by section 250 of the Act and for the avoidance of doubt includes Appointed Directors and Co-opted Directors

**Interest:** means any direct or indirect interest (and includes any interest a Director or any person Connected to a Director may have as a consequence of any duty he or she may owe to any other person) and where a Director (or any person Connected to a Director) has any such interest in any matter or situation or transaction or arrangement the Director is **Interested** in it

**Member and Membership** refer to the members of the Company for the purposes of, and as defined by, the Act and their membership of the Company

**Memorandum:** means the Company's memorandum of association

**month:** means calendar month

**Secretary:** means the secretary of the Company or if no secretary has been appointed, the person to carry out the duties of the secretary of the Company

**Subsidiary Company:** means any company in which the Company holds:

- (a) more than 50% of the shares; or
- (b) more than 50% of the voting rights attached to the shares; or
- (c) the right to appoint one or more of the directors

**written or in writing:** refers to a legible document on paper (including a fax message) or in electronic form (including an email)

**year:** means calendar year

26.2 Expressions defined in the Act have the same meaning.

26.3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it.