

**2015 Final Version**

**Company No: 5724970**

**THE COMPANIES ACT 2006**

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**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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**ARTICLES OF ASSOCIATION**

**of**

**THE LOTTERIES COUNCIL**

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**1. NAME AND REGISTERED OFFICE**

- 1.1 The name of the **Company** is The Lotteries Council.
- 1.2 The name of the Company may be changed by a resolution of the **Directors**.
- 1.3 The registered office of the Company is to be in England and Wales.

**2. INTERPRETATION**

- 2.1 The interpretation provision in **Article** 21 shall apply.
- 2.2 The emboldening of a word or expression on the first occasion that it is used indicates that the word or expression is defined in Article 21.

**3. OBJECTS**

The Objects of the Company are:

- 3.1 to promote the views and aspirations of those connected with fundraising lotteries and competitions to local and central government, the voluntary sector and others; and

- 3.2 to promote co-operation between persons and organisations engaged in activities connected with lawful lotteries and competitions.

#### **4. POWERS**

The Company has the following powers, which may be exercised only in promoting the Objects:

- 4.1 to produce, publish, administer and review codes for lottery promoters;
- 4.2 to produce, collate, review and disseminate technical data for the benefit of the members of the Company;
- 4.3 to promote the image and enhance the reputation of lotteries;
- 4.4 to consider, review, scrutinise and advise on relevant legislation;
- 4.5 to produce, publish and distribute (whether gratuitously or not) or to make grants or loans towards the cost of others producing, publishing or distributing material in any form including books, pamphlets, periodicals, leaflets, reports, journals, films, tapes, video tapes, programmes, websites or any other material that may be deemed desirable for the promotion of the objects of the Company or for the purpose of informing members and others of the needs or progress of the Company;
- 4.6 to make grants and loans whether out of income or capital and upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Company as security for the performance of contracts entered into by any person, association, company, local authority, administrative or governmental agency or public body as may be thought fit;
- 4.7 to organise or make grants or loans towards the cost of others organising meetings, lectures, conferences, broadcasts or courses of instruction;
- 4.8 to provide or procure the provision of advice and guidance in furtherance of the objects of the Company or any of them;
- 4.9 to accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any other kind of money or property as may be thought fit;

- 4.10 to raise funds for the Company by personal or written appeals (whether periodical or occasional), public meetings or otherwise as may from time to time be deemed expedient;
- 4.11 to carry out trade;
- 4.12 to operate bank accounts in the name of the Company and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments;
- 4.13 to invest any moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit;
- 4.14 to buy, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects and to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use;
- 4.15 to make planning applications, applications for consent under bye-laws or building regulations and other like applications;
- 4.16 subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- 4.17 to borrow or raise money for the purposes of the Company on such terms and on such security (if any) as may be thought fit;
- 4.18 to employ, engage or retain the services of such persons as may be necessary or desirable for the attainment of the Objects of the Company on such terms as may be thought fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependants;
- 4.19 to permit any investments belonging to the Company to be held in the name of any bank or company as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such;
- 4.20 to pay out of the funds of the Company the cost of any premium in respect of any insurance or indemnity to cover liability of the Board or any Director;

- 4.21 to establish and support or aid in the establishment and support of any companies, associations, institutions or charities in any way connected with the purposes of the Company or calculated to further its objects;
- 4.22 to co-operate with charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 4.23 to amalgamate with, acquire the assets of or in any other way to merge with any organisation which has objects altogether or mainly similar to those of the Company;
- 4.24 either alone or jointly with others, to establish and control one or more companies to assist or act as agents for the Company;
- 4.25 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 4.26 to do all such other lawful things as shall further the attainment of the objects of the Company or any of them.

## 5. **THE DIRECTORS**

- 5.1 The **Board** shall have control of the Company and its property and funds.
- 5.2 The number of Directors shall be not less than ten and (unless otherwise determined by **Special Resolution**) not more than twenty-one. All Directors must be either a **Member** or the authorised representative of a Member.
- 5.3 The subscribers to the **Memorandum** are the first Directors of the Company.
- 5.4 The Board shall comprise:-
  - 5.4.1 the persons elected at the Annual General Meeting of the Company in accordance with Article 5.6; and
  - 5.4.2 any co-opted Directors appointed from time to time by the Board pursuant to Article 5.10.
- 5.5 At every Annual General Meeting each of the Directors for the time being shall retire and vacate his office with effect from the conclusion of that

meeting (save for any Directors that are re-appointed at that Annual General Meeting in accordance with Article 5.6).

5.6 At every Annual General Meeting the Company shall elect (in accordance with procedures determined by the Board from time to time) to serve as Directors of the Company:

5.6.1 the **Honorary Officers**; and

5.6.2 up to seventeen other Directors,

who shall take office from the conclusion of the Annual General Meeting at which they are appointed.

5.7 No person shall be appointed or reappointed as a Director at any General Meeting (including any Annual General Meeting):

(a) unless he has attained the age of 18 years;

(b) in circumstances such that, had he already been a Director, he would have been disqualified from acting under the provisions of Article 5.13;

(c) where he has previously been a Director and was disqualified from acting under the provisions of Article 5.13.

5.8 Not less than seven nor more than twenty-eight clear days before the date appointed for holding a General Meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person who is recommended by the Board for appointment or reappointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a Director. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of the members of the Board.

5.9 Subject as aforesaid, the Company may from time to time in General Meeting increase or reduce the number of Directors and may make the appointments necessary for effecting any such increase.

- 5.10 The Board may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director provided that:
- 5.10.1 the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors; and
  - 5.10.2 the number of persons co-opted by the Board in this manner does not exceed one-fifth of the total number of Directors appointed by the Members in General Meeting.
- 5.11 A Director appointed pursuant to Article 5.10 shall hold office only until the next following Annual General Meeting. If not reappointed at such Annual General Meeting, he shall vacate his office at the conclusion of that meeting.
- 5.12 Subject as aforesaid, a Director who retires at an Annual General Meeting may, if willing to act, be reappointed.
- 5.13 A Director's term of office will automatically and without further resolution terminate if he:
- (a) ceases to be a Director by virtue of any provisions of the Act or he becomes prohibited by law from being a Director;
  - (b) ceases to be a Member or the duly appointed representative of an organisation which is a Member;
  - (c) becomes bankrupt or makes any arrangement or composition with his creditors generally and the Board resolve that his office be vacated;
  - (d) becomes incapable of managing and administering his own affairs by reason of mental disorder, illness or injury;
  - (e) resigns his office by notice to the Company (but only if at least ten Directors will remain in office when the notice of resignation is to take effect); or
  - (f) is absent from:



- 1) two consecutive meetings of the Board without having provided the Board with prior notification of such absence;
- 2) three consecutive meetings of the Board (whether or not any prior notification of absence was provided); or
- 3) four meetings of the Board in any twelve-month period commencing immediately after the first board meeting following the preceding Annual General Meeting,

provided that the Board shall have the discretion to permit any such Director to remain as a Director where the Board resolves that that Director's failure to attend any meeting of the Board was due to exceptional circumstances.

5.14 Any Director whose membership of the Board has been terminated as a result of him being in breach of Article 5.13(f) may appeal to the Board in respect of such termination by serving written notice requesting an appeal within 21 days of his / her termination. Any such appeal will be considered by a panel of five Directors, who will review the circumstances pertaining to the termination either through written evidence provided by the relevant Director or by convening a hearing in person. At the conclusion of such appeal hearing, the Directors shall vote on whether to uphold or overturn the Director's termination and, for the termination to be overturned, there must be a majority in favour. The Directors shall not be required to provide any reasons for the decision that the appeal panel make.

5.15 In addition and without prejudice to the provisions of the Act, the Company may by **Ordinary Resolution** remove any Director before the expiration of his period of office and may by an **Ordinary Resolution** appoint another person who is a Member or duly appointed representative of an organisation which is a Member in his stead but any person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed.

5.16 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.

## **6. PROCEEDINGS OF THE BOARD**

- 6.1 Subject to the provisions of the Articles, the Board may meet, adjourn and otherwise regulate their proceedings as they think fit but in any event shall meet at least four times in any **Year**. Two Directors may request that the Secretary call a meeting of the Board. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom.
- 6.2 The quorum for the transaction of the business of the Board may be fixed by the Board but shall not be less than five Directors provided also that, if the Board resolves that the Company shall have different categories of Members, a quorum shall not exist unless the Directors present are Members from at least two different categories of Members.
- 6.3 Except for the chairman of the meeting, who in the case of an equality of votes has a second or casting vote, every Director has one vote on each issue. Questions arising at a meeting shall be decided by a majority of votes.
- 6.4 The Board may act notwithstanding any vacancies but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors may act only for the purpose of filling vacancies or of calling a General Meeting.
- 6.5 A meeting of the Directors (or any committee established by it) may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.
- 6.6 The Chairman (appointed pursuant to Article 5.6) shall preside at every meeting of Board at which he is present. But if there is no Director holding that office, or if the Chairman is unwilling or unable to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.
- 6.7 A Written resolution circulated to all the Directors who would have been eligible to vote on the matter at a meeting of the Board and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose:
- (a) the number of Directors who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Directors; and

- (b) the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

6.8 The Board may delegate any of its powers or the implementation of any of its resolutions to any committee provided that:

- (a) the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
- (b) the composition of a committee shall be entirely in the discretion of the Board save that Honorary Officers shall be entitled to attend and vote at meetings of any committee;
- (c) the resolution making that delegation shall prescribe the terms of reference for a committee including (a) the extent of any delegated responsibility and/or authority and (b) any such terms or conditions as the Board may from time to time think fit;
- (d) the deliberations and decisions of each committee shall be reported regularly to the Board by the chairman of the committee;
- (e) all delegations under this Article shall be revocable at any time;
- (f) for the avoidance of doubt, the Board may delegate all financial matters to any committee and shall be empowered to resolve upon the operation of any bank account according to such mandate as it shall think fit from time to time provided that the payment of money from such account shall require two signatures, at least one of which shall be that of a Director.

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

6.10 The **Senior Honorary Officers** may attend meetings of the Board and may speak on any issue but may not vote and the Board may also invite any person

to attend its meetings and to observe proceedings and to speak on any issue as requested but such person may not vote.

6.11 A Director must avoid a situation in which he has an interest or duty that conflicts or possibly may conflict with the interests of the Company. This duty is not infringed if:

- (a) the situation cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (b) the situation is authorised by the Directors in accordance with Article 6.12.

6.12 If a conflict of interests arises for a Director, the unconflicted Directors may authorise such a conflict of interests provided that:

- (a) the procedure in Article 6.13 is followed;
- (b) authorisation will not result in any direct or indirect Material Benefit being conferred on any Director or any Person Connected to a Director that would not be permitted by Article 8; and
- (c) the unconflicted Directors consider it is in the best interests of the Company to authorise the conflict of interest in the circumstances.

6.13 Whenever a Director has an interest in a matter to be discussed at a meeting of the Directors or a committee the Director concerned must:

- (a) declare his interest before discussion begins on the matter;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum for that part of the meeting;
- (d) withdraw during the vote and have no vote on the matter.

6.14 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

## **7. POWERS OF DIRECTORS**

7.1 The Directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Act, the Articles or any Special Resolution.

7.2 Without prejudice to Article 7.1, the Directors may:

- (a) appoint a Treasurer and other officers from among their number;
- (b) make regulations consistent with the Articles and the Act to govern:
  - (i) proceedings at General Meetings;
  - (ii) proceedings at meetings of Directors and meetings of committees;
  - (iii) the administration of the Company and the use of its seal (if any);
  - (iv) the conduct of Members;
- (c) establish procedures to assist the resolution of disputes within the Company;
- (d) exercise any powers of the Company which are not reserved to a General Meeting.

## **8. BENEFITS TO MEMBERS AND DIRECTORS**

8.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members of the Company but:

- (a) Members (and Directors) may be paid interest at a reasonable rate on money lent to the Company;

- (b) Members (and Directors) may be paid a reasonable rent or hiring fee for property let or hired to the Company;
- (c) Members (and Directors) may be paid for services rendered to the Company at the request of the Board, in the case of Directors in accordance with Article 8.3.

8.2 A Director must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Company except:

- (a) as mentioned in Articles 8.3 or 19;
- (b) reimbursement of out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company in accordance with the policy determined from time to time by the Board;
- (c) in exceptional cases, other payments or benefits but only with authority of the Board.

8.3 Any Director (or any Person Connected to a Director whose remuneration might result in a Director obtaining a Material Benefit) may enter into a contract with the Company to supply goods or services in return for a payment or other Material Benefit but only if:

- (a) the goods or services are actually required by the Company;
- (b) any conflict of interests is authorised by the Directors in accordance with Article 6.12;
- (c) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.13;
- (d) in any financial year, no more than one half of the Directors are subject to such a contract (or have a person connected to them who is subject to such a contract).

## **9. MEMBERSHIP**

9.1 The Company must maintain a register of Members in accordance with the Act.

- 9.2 There must be no less than ten Members and shall be no limit on the number of Members.
- 9.3 The Members shall be such persons as the Board shall admit as a Member from time to time. Except in respect of the subscribers to the Memorandum, every application for membership shall be in writing signed by or on behalf of the applicant in such form as the Board may from time to time determine.
- 9.4 The Company may from time to time resolve upon the creation of different classes of members of the Company (including honorary members). Such categories of membership may be under whatever title or nomenclature the resolution may specify and may bestow upon the persons concerned such rights, privileges, duties and obligations as may be specified in the resolution.
- 9.5 The Board shall admit to membership such persons or organisations as it shall think fit and the Board may from time to time prescribe (and vary) criteria for membership. The Board shall not be obliged to give reasons for refusing to accept any person as a Member.
- 9.6 The Board may in its discretion levy subscriptions on all or any classes of Members at such rates as it shall determine and may levy subscriptions at different rates for different categories of members including members of the same class. In the event of the termination of membership, no refund of subscriptions shall be payable.
- 9.7 Where an allegation or complaint of misconduct or conduct likely to bring the Company into disrepute has been made against a Member then the rights and privileges of membership of the Company may be suspended by any two of the Chairman, Vice Chairman, Treasurer and the Secretary for a period not exceeding three months in order to investigate the allegation or complaint. The Board shall put in place such regulations for the investigation of allegations and complaints as it considers fit provided that such regulations shall comply with the rules of natural justice.
- 9.8 Membership shall not be transferable and a Member shall automatically and without further resolution cease to be a Member:
- (a) in the case of an individual, on death;
  - (b) in the case of a corporation, if the corporation becomes insolvent or ceases to exist;

- (c) if by notice in writing to the Secretary the Member resigns. The Member is deemed to have resigned when the letter of resignation is received at the Office;
- (d) if any subscription or other sum payable by the Member to the Company is not paid on the due date and remains unpaid sixty days after such due date by the Member. The Board may readmit to membership of the Company any person removed on this ground on his paying such part of the sum due and such re-admittance fee as the Board may determine;
- (e) by unanimous vote of the Board or, if there shall be more than six Directors, by resolution of the Board passed by a majority of not less than 75 per cent. of the Directors present and voting at the meeting of the Board convened for the purpose. A resolution to terminate a Member's membership of the Company shall not be passed unless the Member has been given not less than 14 days' notice in writing of the meeting of the Board at which the matter is to be considered and has been afforded a reasonable opportunity of being heard by or of making a written representation to the Board prior to the Board voting the resolution.

## **10. PATRONS & SENIOR HONORARY OFFICERS**

- 10.1 The Board may in its discretion appoint any person to be a Patron, President or Vice President of the Company (and may remove any such person) on such terms as they shall think fit. A Patron, President or Vice President shall have the right to be given notice of, attend, speak and vote at General Meetings as if a Member and shall also have the right to receive accounts of the Company when available to Members.

## **11. GENERAL MEETINGS**

- 11.1 Members are entitled to attend General Meetings personally or by proxy or (in the case of an organisation) by an **Authorised Representative**. General Meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed.
- 11.2 There is a quorum at a General Meeting if the number of Members or Authorised Representatives present in person or by proxy is at least 15 of who at least 5 must be Directors.



- 11.3 The Chairman or (if the Chairman is unable or unwilling to do so) a Member elected by those present presides at a general meeting.
- 11.4 A general meeting may be called at any time by the Directors.
- 11.5 A general meeting may be called on a Written request to the Directors from at least 5% of the Members.
- 11.6 On receipt of a Written request made pursuant to Article 11.5, the Directors must call a General Meeting within 21 days and the General Meeting must be held not more than 28 days after the date of the notice calling the General Meeting.

## **12. APPOINTMENT OF PROXIES**

- 12.1 Proxies may only be validly appointed by a notice **In Writing** 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 the Member appointing the proxy or is authenticated in such manner as the Directors may determine;
  - (d) is delivered to the Company in accordance with Article 16.8;
  - (e) is received by the Company at least 24 hours before the meeting to which it relates.
- 12.2 The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 12.3 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.
- 12.4 Unless a proxy notice indicates otherwise, it should be treated as:
- (a) allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;

- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.

12.5 An appointment under a proxy notice may be revoked by delivering to the Company, in accordance with Article 16.8, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Company receives it before the start of the meeting to which it relates.

### **13. VOTING AT GENERAL MEETINGS**

13.1 A resolution at a General Meeting shall be decided by a show of hands, unless a poll is demanded.

13.2 Except where otherwise provided by the Companies Act, every issue is decided by a majority of the votes cast.

13.3 Subject to Article 13.4, every Member present (in person or by proxy or through an Authorised Representative) has one vote on each issue.

13.4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands.

13.5 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.

13.6 A poll may be demanded by:

- (a) the chairman of the meeting;
- (b) any Director;
- (c) two or more persons having the right to vote on the resolution; or

- (d) a person representing at least 10% of the total voting rights of all the Members present at the meeting and having the right to vote on the resolution.

13.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal.

13.8 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

#### **14. WRITTEN RESOLUTIONS**

14.1 Subject to Article 14.7, any resolution that may be passed validly at a General Meeting of the Company may be passed as a Written resolution.

14.2 A Written resolution may be proposed by the Directors or by 5% or more of the Members (on written request to the Directors).

14.3 The Directors must circulate any proposed written resolution to all Members, together with:

- (a) any accompanying statement;
- (b) guidance on how to signify agreement to the resolution; and
- (c) the date by which the resolution must be passed if it is not to lapse.

14.4 A Member signifies agreement to a proposed Written resolution when the Company receives from him an **Authenticated Document** (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it.

14.5 Subject to Article 14.6, a Written resolution is passed when:

- (a) in the case of an Ordinary Resolution, a simple majority of all the Members have signified their agreement to it; and
- (b) in the case of a Special Resolution, at least 75% of all the Members have signified their agreement to it.

14.6 A proposed Written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.

14.7 The following may not be passed as a written resolution:

- (a) a resolution to remove a Director before his period of office expires; and
- (b) a resolution to remove an auditor before his period of office expires.

## **15. RECORDS & ACCOUNTS**

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

- (a) annual returns; and
- (b) annual statements of account.

15.2 The Directors must keep proper records of:

- (a) all resolutions of Members passed otherwise than at a general meeting;
- (b) all proceedings at General Meetings;
- (c) all proceedings at meetings of the Directors;
- (d) all reports of committees; and
- (e) all professional advice obtained.

15.3 The records referred to in Articles 15.2(a), 15.2(b) and 15.2(c) must be kept for 10 years from the date of the resolution, general meeting or Directors' meeting, as relevant.

15.4 Accounting records relating to the Company must be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by Members who are not Directors if the Directors so decide.

15.5 A copy of the Company's latest filed statement of account or annual report must be supplied on request to any Director or Member, or otherwise as required by law.

**16. COMMUNICATION WITH MEMBERS**

16.1 The Company may validly send or supply any document (including any notice) or information to a Member:

- (a) by delivering it by hand to the address recorded for the Member in the register of Members;
- (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members;
- (c) by fax to a fax number notified by the Member In Writing;
- (d) by electronic mail to an email address notified by the Member In Writing;
- (e) by means of a website the address of which has been notified to the Member In Writing; or
- (f) in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by the Company,

in accordance with this Article 16.

16.2 The Company may only send a document or information to a Member by electronic mail:

- (a) where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and
- (b) to the address specified for that purpose by the Member.

16.3 The Company may send a document or information to a Member via a website if the Member concerned has not responded within 28 days of the

Company sending him a request asking him to agree to the Company communicating with him in that manner, provided that:

- (a) the request stated clearly what the effect of failure to respond would be;
- (b) when the request is sent to the Member, at least 12 months have passed since the Company last requested the Member to agree to receive the same or a similar type of document or information via a website;
- (c) the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it; and
- (d) the Company complies with the requirements of Articles 16.4 and 16.5

16.4 When sending information or a document via a website, the Company must notify each intended recipient of:

- (a) the presence of the document or information on the website;
- (b) the address of the website;
- (c) the place on the website where it may be accessed; and
- (d) how to access the document or information.

16.5 Where information or a document is sent to Members via a website in accordance with this Article, the document or information must remain on the website:

- (a) in the case of notice of a general meeting, until after the general meeting has ended; and
- (b) in all other cases, for 28 days beginning with the date on which the Company sent notification pursuant to Article 16.4.

16.6 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (a) 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address;
- (b) two **Clear Days** after being sent by first class post to the relevant address;
- (c) three Clear Days after being sent by second class or overseas post to the relevant address;
- (d) on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with Article 16.4);
- (e) on being handed to the Member (or, in the case of a Member organisation, its Authorised Representative) personally; or if earlier
- (f) as soon as the Member acknowledges actual receipt.

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

16.8 Members may validly send any notice or document to the Company:

- (a) by post to
  - (a) the Company's registered office; or
  - (b) any other address specified by the Company for such purposes;
- (b) to any fax number or email address provided by the Company for such purposes.

## **17. DISPUTES**

If a dispute arises between Members about the validity or propriety of anything done by the Members under the Articles and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

**18. GUARANTEE**

18.1 The liability of Members is limited.

18.2 Every Member promises, if the Company is dissolved while he remains a Member or within 12 months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the Company while he was a Member.

**19. INDEMNITY**

The Company shall indemnify every Director in respect of any **Relevant Liabilities Properly Incurred** in running the Company.

**20. WINDING UP**

20.1 The Company may at any time before, and in expectation of, its dissolution resolve that any assets remaining after provision has been made for all its liabilities be applied in one or more of the following ways:

- (a) by transfer to one or more other bodies established for purposes within, the same as or similar to the Objects;
- (b) directly for the Objects or charitable purposes within or similar to the Objects;
- (c) in such other manner consistent with charitable status as the Commission approves In Writing in advance.

20.2 A final report and statement of account must be sent to the Commission.

**21. INTERPRETATION**

21.1 In the Articles:

**Act** means the Companies Act 2006;

**Articles** means these articles of association and **Article** means any of them;



<b>Authenticated Document</b>	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Company (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement);
<b>Authorised Representative</b>	means an individual who is authorised by a Member organisation to act on its behalf at meetings of the Company and whose name is notified to the Company in accordance with the Articles;
<b>Board</b>	means the board of directors of the Company;
<b>Chairman</b>	means the chairman of the Board;
<b>Clear Days</b>	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;
<b>Company</b>	means the company governed by the Articles;
<b>Director</b>	means a member of the Board and <b>Directors</b> means all of the directors;
<b>General Meeting</b>	means an annual general meeting or an extraordinary meeting of the Members of the Company;
<b>Honorary Officers</b>	means the Company's Chairman, Vice Chairman, Treasurer and Secretary

<b>Material Benefit</b>	means a benefit which may or may not be financial but which has a monetary value;
<b>Member and Membership</b>	refer to membership of the Company;
<b>Memorandum</b>	means the original Memorandum of Association of the Company;
<b>Objects</b>	means the objects of the Company set out in Article 3;
<b>Ordinary Resolution</b>	means a resolution of the Members that is passed by a simple majority;
<b>Person Connected To A Director</b>	means (a) a child, parent, grandchild, grandparent, brother or sister of a Director; (b) the spouse or civil partner of a Director or anyone falling within paragraph (a); (c) a person carrying on business in partnership with a Director or with any person falling within paragraph (a) or (b); (d) an institution which is controlled by a Director or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together); (e) a body corporate in which a Director or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);
<b>Properly Incurred</b>	means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;
<b>Relevant Liability</b>	means a liability incurred by a Director (acting in that capacity) towards a third party, other than liability

- (a) to pay a criminal fine;
- (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);
- (c) for defending criminal proceedings in which he is convicted;
- (d) for defending civil proceedings in which judgment is given against him;
- (e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;

and for the avoidance of doubt, does not include any liability of the Director towards the Company;

**Senior Honorary Officer**

means persons identified as such by the Board pursuant to Article 10;

**Special Resolution**

means a resolution of the Members that is passed by a majority of 75% or more;

**Written or In Writing**

refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail;

**Year**

means calendar year.

21.2 Except where the context requires otherwise, expressions defined in the Act have the same meaning in the Articles.

- 21.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 21.4 References to one gender shall include any other gender.
- 21.5 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Company.