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COMPANIES HOUSE



BRITISH ACADEMY OF SONGWRITERS, COMPOSERS AND AUTHORS

Company Number 3643088

PASSED AT THE ANNUAL GENERAL MEETING OF THE COMPANY
ON 12th DECEMBER 2017

Special Resolutions

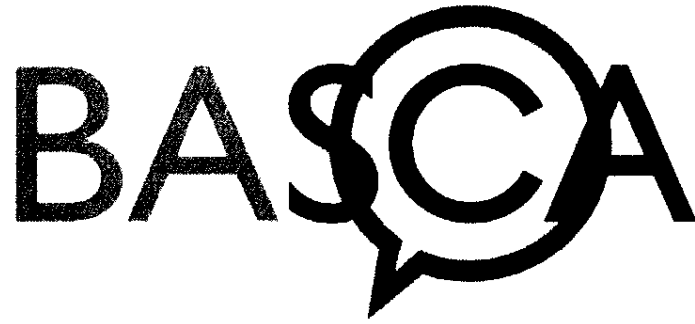
1. THAT the objects of the Company be stated as follows:-
 - (a) supporting protecting and celebrating British music writers;
 - (b) campaigning to protect copyright in Great Britain, Europe and the rest of the world;
 - (c) fostering a sense of community amongst British music writers;
 - (d) celebrating excellence through world-class awards ceremonies;
 - (e) providing services, training and information to Members;
 - (f) encouraging new professional music writers; and
 - (g) carrying on and assisting in carrying on any other activity which may seem to the Company capable of being conveniently carried on in connection with the objects of the Company;
2. THAT the existing Executive Committees be replaced by the Songwriting, Classical, Media and Jazz Committees (referred to in new proposed articles as Genre Committees).
3. THAT the structure of the Company's board of directors be changed so that it is comprised of:-
 - (a) two (2) directors who are nominated by and from the Songwriting Committee (to include the chair);
 - (b) two (2) directors who are nominated by and from the Classical Committee (to include the chair);
 - (c) two (2) directors who are nominated by and from the Media Committee (to include the chair);
 - (d) two (2) directors who are nominated by from the Jazz Committee (to include the chair);
 - (e) six (6) elected directors who are Professional Members not representing Genres; and
 - (f) two (2) Independent directors who are neither members nor songwriters or composers who shall be appointed by at least a majority decision of the remaining directors.
4. THAT the term of office for board members and committee members be three (3) years and that committee members and directors be entitled to re-stand for a

further two (2) terms and that after a break of one (1) year following the maximum term, board members and committee members be entitled to stand for office again.

5. THAT new members do not have to register in connection with a particular genre but have the right to vote for committee members for one of the genre committees of their choice.

(Note: Members will be entitled to receive genre-specific communications and attend events in relation to more than one genre so there is increased flexibility and choice for members who write in multiple genres.)

6. THAT Board may vote by at least 2/3 majority to remove a director or committee member if there is credible evidence to suggest that such director or committee member has breached the Company's Directors Code of Conduct and/or acted in such a way as to bring the Company into disrepute
7. THAT with effect from the conclusion of the meeting the draft articles of association attached as an appendix to this notice be adopted as the Company's articles of association in substitution for, and to the exclusion of, the Company's existing articles of association.



Private Company Limited by Guarantee
and not having a Share Capital

**Articles of Association
of
BRITISH ACADEMY OF SONGWRITERS, COMPOSERS AND
AUTHORS**

Company Number: 03643088

incorporated in England and Wales on 28 September 1998 under the
Companies Act 1985 and 1989

Adopted by special resolution passed on 12th December 2017



PART I

Interpretation, Membership and Limitation of Liability

I. Defined Terms

In the Articles, unless the context requires otherwise:

Academic Supporter	means an academic Institution that supports the work of the Company;
Act	means the Companies Act 2006;
Articles	means the Company's articles of association;
Auditors	means the auditors for the time being appointed by the company;
Bankruptcy	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
Board	means the board of Directors for the time being of the company;
Chair	has the meaning given in Article 15;
Chair of the Meeting	has the meaning given in Article 9;
Committee	means a committee established by the Board;
Committee Member	means a member of a Committee;
Company	means British Academy of Songwriters Composers and Authors;
Clear Days	In relation to a period of notice, means the period excluding the day on which the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
Digital Member	means a Member of the Company with the qualifications set out in Article 4.4;
Director	means a director of the company, and includes 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 Committee Member	means a Committee Member elected in accordance with Article 10.
Elected Director	means any Director other than an Independent Director;
Election Date(s)	means the date to be selected by the Board for the first set of elections to take place under these Articles ("the Initial Election



	Date”), and dates selected by the Board for elections every three (3) years thereafter.
Electronic Form	has the meaning given in section 1168 of the Companies Act 2006;
Friend of BASCA	means a member of the Company pursuant to Article 4.5;
Genre	means a specialist area of activity, being one of the following:- <ul style="list-style-type: none">(a) Songwriting (“Songwriting Genre”);(b) Classical Music (“Classical Genre”);(c) Jazz (“Jazz Genre”);(d) Media Music (“Media Genre”);(e) Such other area of activity as the Board may from time to time prescribe;
Genre Committee	means a Committee of the Board comprised of not less than six (6) and not more than twelve (12) Professional Members established to protect and promote the interests of Members working in a particular Genre;
Genre Director	means a Director appointed to the Board by a <i>Genre Committee in accordance with Article 21.7</i> ;
Group	means an advisory group established by the Board but which is not a Committee;
Group Member	means a member of a Group;
Honorary Member	means a Member of the Company pursuant to Article 4.6;
Independent Director	means a Director appointed by the Elected Directors and the Genre Directors;
Member	has the meaning given in Section 112 of the Companies Act 2006;
Participate	in relation to a Directors’ meeting or a Committee meeting, has the meaning given in Article 13;
Patron	means a company or other organisation that supports the work of the Company;
Professional Member	means a Member of the Company with the qualifications set out in Article 4.2;
Proxy Notice	has the meaning given in Article 31;
Register of Members	means the official and complete record of all current Members;
Special Resolution	has the meaning given in section 283 of the Companies Act 2006;



Standard Member	means a Member of the Company with the qualifications set out in Article 4.3;
Subsidiary	has the meaning given in Section 1159 of the Companies Act 2006; and
Writing	means 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.
United Kingdom	means Great Britain and Northern Ireland;

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. Words importing the singular number only shall, where the context admits, include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender and words importing persons shall not include corporations.

2. Company Objects

2.1 The objects for which the Company is established are:-

- (a) supporting protecting and celebrating British music writers;
- (b) campaigning to protect copyright in Great Britain, Europe and the rest of the world;
- (c) fostering a sense of community amongst British music writers;
- (d) celebrating excellence through world-class awards ceremonies;
- (e) providing services, training and information to Members;
- (f) encouraging new professional music writers
- (g) carrying on and assisting in carrying on any other activity which may seem to the Company capable of being conveniently carried on in connection with the objects of the Company;

3. Liability of Members

3.1 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 its being wound up while he/she is a Member or within one (1) year after he/she ceases to be a Member, for:**

- (a) payment of the Company's debts and liabilities contracted before he/she ceases to be a member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.



4. Classes of Membership

4.1 **There shall be seven (7) classes of membership of the Company:-**

- (a) Professional Member;
- (b) Standard Member;
- (c) Digital Member;
- (d) Friend of BASCA;
- (e) Honorary Member;
- (f) Academic Supporter;
- (g) Patron.

4.2 **A person shall be eligible to be a Professional Member if he/she is a full member or associate member of the Performing Right Society or other recognised music collecting society or has comparable grand rights income or any person whom the Board may from time to time consider to have appropriate qualifications to be a Professional Member. Professional Members shall pay the subscription from time to time stipulated by the Board and shall have the right to attend and vote pursuant to Article 32.1 at any general meeting of the Company. Professional Members shall have the right to elect Professional Members to the Genre Committees. Only Professional Members shall have the right to stand for election to the Genre Committees.**

4.3 **A person shall be eligible to be a Standard Member if he/she is or has aspirations to be a professional composer or songwriter and is a provisional member of the Performing Right Society or other recognised music collecting society or has comparable grand rights income or any person whom the Board may from time to time consider to have appropriate qualifications to be a Standard Member. Standard Members shall pay the subscription from time to time stipulated by the Board shall have the right to attend and vote pursuant to Article 32.1 at any general meeting of the Company. Standard Members shall have the right to elect Professional Members to the Genre Committees.**

4.4 **A person shall be eligible to be a Digital Member if he/she is over the age of eighteen (18), and has aspirations to be a professional composer or songwriter. Digital Members shall pay the subscription from time to time stipulated by the Board and shall have the right to attend but not to vote at any general meeting of the Company. Digital Members shall not have the right to elect Professional Members to the Genre Committees**

4.5 **A person shall be eligible to be a Friend of BASCA if (a) he/she is thought by the Board to be of general support to the Company or its objects or, (b) he/she is thought by the Board to be otherwise suitable, or (c) he/she is a successor in title to any work of a deceased Professional Member or Standard Member, or (d) he/she is a member of a recognised organisation for composers or songwriters in another country. Friends of BASCA shall pay the subscription from time to time stipulated by the Board and shall have the right to attend but not to vote at any general meeting of the**



Company. Friends of BASCA shall not have the right to elect Professional Members to the Genre Committees

4.6 The Board may at any time invite a person that it thinks appropriate to be an Honorary Member. Honorary Members shall pay no subscription and shall have the right to attend but not vote at any general meeting of the Company. Honorary Members shall not have the right to elect Professional Members to the Genre Committees

4.7 Academic Supporters and Patrons may be invited to join BASCA the Board or may apply to become Members. Academic Supporters and Patrons shall pay the subscription from time to time stipulated by the Board and shall have the right to attend but not to vote at any general meeting of the Company. Academic Supporters and Patrons shall not have the right to elect Professional Members to the Genre Committees

5. Applications for Membership

5.1 The subscribers to the Memorandum of Association and such other persons as the Board shall admit to membership in accordance with the provisions of these Articles shall be Members of the Company subject to the provisions of Article 4. No person shall be admitted as a Member of the Company or shall have his or her application for renewal of membership approved unless his or her application is first approved by the Board or a designated employee of the Company, which shall have absolute discretion as to the admission of any person as a Member.

5.2 Every applicant shall only become a Member of the Company on:-

5.2.1 giving consent to become a Member either by signing a written consent or by submitting an electronic application via the official application process; and

5.2.2 paying the annual membership fee, subject to the payment being accepted by the Company.

6. Termination and Suspension of Membership

6.1 A person shall forthwith cease to be a Member of the Company (provided always that at least one (1) Member remains on the Register of Members thereafter):-

(a) if by notice in Writing to the Company he/she resigns his or her membership; or

(b) if he/she fails to pay the membership fee within three (3) months beginning on the start date of his or her renewal period; or

(c) if the Board resolves to remove a Member for one(1) or more of the following reasons.

6.1.3.1 if the Company has received valid complaints, supported by credible evidence, that the Member has demonstrated inappropriate and unacceptable behaviour towards Directors, Committee Members, staff or other Members (subject to a right of appeal as set out in the Members' Charter and the Member's Code of Conduct); or



6.1.3.2 if the Member is convicted of any criminal offence excluding minor motoring or similar offences that cannot reasonably damage the reputation of the Company; or

6.1.3.3 if the Board resolves that there are other reasonable grounds for believing that the Member has behaved in a way reasonably likely to bring the Company into disrepute.

Termination shall be by notice in Writing stating the reason(s) for termination. If termination takes place no less than one (1) month before that Member's subscription renewal date the Board will reimburse the Member for the remaining pro-rata amount.)

6.2 **The Board may by notice in Writing suspend the Member's membership of the Company pending its investigation into the matters referred to in Articles 6.1.3.1 and 6.1.3.3.**

6.3 **Membership is not transferable.**

6.4 **A person's membership terminates when that person dies.**

PART 2

Directors

Directors' Powers and Responsibilities

7. Directors' General Authority

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

7.2 **The Board must meet at least six (6) times every year.**

8. Members' Reserve Power

8.1 **The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.**

8.2 **No such Special Resolution invalidates anything that the Directors have done before the passing of the resolution.**

9. Directors May Delegate

9.1 **Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:**

- (a) to such person or Committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;



as they think fit. Any delegation of powers must be in Writing and must be the subject of a Board decision.

- 9.2 **If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.**
- 9.3 **The Directors may revoke any delegation in whole or part, or alter its terms and conditions.**
- 10. **Committees and Groups**
- 10.1 **The Board may establish any Committee to which the Board may delegate certain of its powers provided that it shall establish Genre Committees for each of the Songwriting Genre, Classical Genre, Media Genre and Jazz Genre and a permanent Finance and HR Committee.**
- 10.2 **Committees to which the Board delegates certain of its powers must follow procedures that are based as far as they are applicable on those provisions of the Articles that govern the taking of decisions by Directors.**
- 10.3 **Committees to which the Board does not delegate certain of its powers shall be advisory only and the Board shall retain full powers over the matters within such Committee's advisory remit.**
- 10.4 **The Board may establish or convene any Group for the purpose of advising the Directors. No powers may be delegated to the said Group and the Board shall retain full powers over the matters within such Group's advisory remit.**
- 10.5 **The Directors may make rules of procedure for any Committee or Group. These prevail over rules derived from the Articles if they are not consistent with them. Where the Directors do not make rules of procedure for any Committee or Group, such Committee or Group may establish its own rules of procedure.**
- 10.6 **At the Board's discretion, Committee Members or Group Members shall either be appointed by the Board (or by one (1) or more persons appointed by the Board) or shall be elected by the Professional Members and Standard Members in accordance with a procedure laid down by the Board save that the Committee Members of any Genre Committee shall be Elected Committee Members elected by the Professional Members and Standard Members. If there are less than twelve (12) Elected Committee Members on a Genre Committee, the remaining Elected Committee Members shall be entitled to appoint additional Committee Members in accordance with Article 10.7. If no Director is elected to be one (1) of the members of any Committee or Group, the Directors shall be entitled to appoint one (1) of the Directors to sit on such Committee.**
- 10.7 **Committees and Groups shall be entitled to co-opt additional Committee Members and Group Members provided that the Committee(s) and Group(s) must abide by Article 10.6 and any co-option rules set out by the Board and included within the terms of reference for such Committee(s) and/or Group(s).**



- 10.8 **Subject to retirement or termination of their appointment in accordance with Article 22, Elected Committee Members shall stand for a term of three (3) years and shall be entitled to restand for election for two (2) further terms. Elected Committee Members who have served three (3) terms shall be eligible to stand again provided that there is a period of at least one (1) year between the end of their last term and the proposed starting date of the upcoming position.**

Decision Making by Directors

11. **Directors to Take Decisions Collectively**
- 11.1 **Subject to the Act, any decision of the Directors must be approved by a majority of the Directors. In the case of an equality of votes the Chair shall have a second or casting vote.**
- 11.2 **If:**
- (a) the Company only has one (1) Director; and
 - (b) no provision of the Articles requires it to have more than one (1) 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.
12. **Calling a Directors' Meeting**
- 12.1 **Notice of each meeting shall be sent seven days in advance of that meeting in accordance with this Article 12.**
- 12.2 **Notice of any Directors' meeting must indicate:**
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 12.3 **Notice of a Directors' meeting must be given to each Director, but need not be in Writing.**
- 12.4 **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.**
13. **Participation in Meetings**
- 13.1 **Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting and Committee Members participate in a Committee meeting, or part of a Committee meeting, when:**



- (a) the meeting has been called and takes place in accordance with the Articles;
and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 13.2 **In determining whether Directors and/or Committee Members are participating in a Directors' or Committee meeting, it is irrelevant where any Director or Committee Member is located or how they communicate with each other.**
- 13.3 **If all the Directors or Committee Members 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.**
- 14. **Quorum for Board and Committee Meetings**
 - 14.1 **At a Board or Committee meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.**
 - 14.2 **The quorum for Board meetings may be fixed from time to time by a decision of the Directors, but it must never be less than five (5) of the Directors then appointed or elected to the Board.**
 - 14.3 **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 to notify the Members and to call a general meeting so as to enable the Members to appoint further Directors.**
 - 14.4 **The quorum for any Committee shall be established by the Directors within the terms of reference for that Committee.**
- 15. **Chairing of Meetings**
 - 15.1 **The Directors may appoint a Director to chair their meetings**
 - 15.2 **The person so appointed for the time being is known as the Chair.**
 - 15.3 **The maximum term for a Chair shall be six (6) years.**
 - 15.4 **The Directors may terminate the Chair's appointment at any time.**
 - 15.5 **If the Chair is not participating in a directors' meeting within ten (10) minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.**
 - 15.6 **Committees shall be entitled to select their own chair according to their own procedure provided that the Committee must abide by any rules set out by the Board and included within the terms of reference for such Committee. The maximum term for a chair of a Committee shall be the remaining maximum term of such person's membership of the Committee in accordance with Article 10.8.**



16. Declarations of Interest

16.1 **If a Director or Committee Member is in any way interested in or connected with a transaction, arrangement or situation with a third party and that Director or Committee Member, acting reasonably and in consideration of any overriding confidentiality obligations that that Director or Committee Member may have to a third party, considers that such transaction, arrangement or situation would (i) be of interest to the other Directors or Committee Members in their capacity as Directors or Committee Members of the company or (ii) prejudice the interests of the Company, then that Director or Committee Member shall declare such transaction, arrangement or situation to the other Directors.**

16.2 **Any declaration made pursuant to Article 16.1 shall not prevent that Director or Committee Member from being counted in the decision-making process for quorum or voting purposes at any meeting at which that declaration is made.**

17. Conflicts of interest

17.1 **Each Director or Committee Member shall make an annual individual statement in Writing that shall be put before the Members in general meeting containing the following information:**

- (a) any remuneration or benefits (including pensions and benefits in kind) received in the preceding financial year from the Company;
- (b) any actual or potential conflict between any personal interests and those of the Company or between any obligations owed to the Company and any duty owed to any other person or other party.

17.2 **If a proposed decision of the Directors or Committee Members is concerned with an actual or proposed transaction or arrangement with the Company in which a Director or Committee Member is interested, that Director or Committee Member is not to be counted as participating in the decision-making process for quorum or voting purposes unless Article 17.3 applies.**

17.3 **This Article applies when:**

- (a) the Board or Committee, by a resolution approved by at least a majority of those permitted to vote, disapplies the provision of the Articles which would otherwise prevent a Director or Committee Member from being counted as participating in the decision-making process;
- (b) the Director's or Committee Member's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (c) the Director's or Committee Member's conflict of interest arises from a permitted cause.

17.4 **For the purposes of this Article, the following are permitted causes:**

- (a) a guarantee given, or to be given, by or to a Director or Committee Member in respect of an obligation incurred by or on behalf of the Company or any of its Subsidiaries (if any);



- (b) subscription, or an agreement to subscribe, for securities of the Company or any of its Subsidiaries (if any), or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
- (c) arrangements pursuant to which benefits are made available to employees and/or Directors and/or Committee Members or former employees and/or Directors and/or Committee Members of the Company or any of its Subsidiaries (if any) provided that such arrangements do not provide special benefits for Directors or former Directors or Committee Members or former Committee Members.

17.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting and apply mutatis mutandis to any Committee meeting.

17.6 Subject to Article 17.7, if a question arises at a meeting of Directors or of a Committee of the Board as to the right of a Director or Committee Member 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 or Committee Member other than the Chair is to be final and conclusive.

17.7 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 or Committee Members 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.

18. Minority Views

If the Directors or Committee Members cannot reach unanimous agreement on a matter, each relevant Director or Committee Member present and eligible to vote at the relevant meeting shall be permitted to express his "minority views" at that meeting.

19. Records of Decisions to be Kept

The Directors must ensure that the Company keeps a record, in Writing, for at least ten (10) years from the date of the decision recorded, of every decision taken by or under delegated powers from the Directors and approved by at least a majority of the Board (or Committee, if applicable).

20. Directors' discretion to make further rules

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

Appointment of Directors and Elected Committee Members

21. Methods of Appointing/Removing Directors

21.1 Subject to Article 21.2, the number of Directors of the Company shall be sixteen and shall be comprised of



- (a) two (2) Directors from the Songwriting Committee, one of whom is the chair of the Songwriting Committee and the other of whom is nominated to the Board by the Songwriting Committee;
 - (b) two (2) Directors from the Classical Committee, one of whom is the chair of the Classical Committee and the other of whom is nominated to the Board by the Classical Committee;
 - (c) two (2) Directors from the Media Committee, one of whom is the chair of the Media Committee and the other of whom is nominated to the Board by the Media Committee; and
 - (d) two (2) Directors from the Jazz Committee, one of whom is the chair of the Jazz Committee and the other of whom is nominated to the Board by the Jazz Committee; and
 - (e) six(6) Elected Directors who are Professional Members not representing Genres; and
 - (f) two (2) Independent Directors who are neither Members nor songwriters or composers , who shall be appointed by at least a majority decision of the remaining Directors;
- 21.2 **The Members by Special Resolution may elect to change the composition of the Board without being required to amend the Articles.**
- 21.3 **Subject to Article 21.4, the process for nomination and election of Elected Directors shall be determined by rules proposed from time to time by the Board of Directors save that only Professional Members and Standard Members shall be entitled to vote. Each Member eligible to vote shall be entitled to cast his or her vote(s) for the directorship positions referred to in Article 21.1.5.**
- 21.4 **Any Professional Member shall be entitled to put himself or herself forward for election as an Elected Director provided that such Professional Member is permitted by law to do so.**
- 21.5 **To fill a vacancy that has arisen in between Election Dates, the Directors may by at least a majority vote appoint an additional person to be a Director, provided that such person is willing to act as a Director and is permitted by law to do so. Such Director shall stand down at the next Election Date but subject to Article 21.6, may restand for election.**
- 21.6 **Subject to retirement or termination of their appointment in accordance with Article 22 and subject to Article 21.7, Directors shall stand for a term of three (3) years but shall be entitled to restand for election for two (2) further terms. Directors who have served three (3) terms shall be eligible to stand again provided that there is a period of at least one (1) year between the end of their last term and the proposed starting date of the upcoming position.**
- 21.7 **Elections shall take place on the Election Dates for all of the Elected Directors and the Genre Directors and the Independent Directors shall be appointed at the same time under Articles 21.1.1 to 21.1.4 and under Article 21.1.6. Notwithstanding anything contained in these Articles, from the date between adoption of these Articles and the Initial Election Date,**



the Company shall retain the existing Board and committees and committee members.

21.8 **The provisions of Articles 21.3, 21.4 (if applicable) and 21.5 (if applicable) shall apply mutatis mutandis to the election of Elected Committee Members.**

22. Termination of Director's Appointment and Removal of Director

22.1 **A person ceases to be a Director or Committee Member (as applicable) as soon as:**

- (a) In the case of Directors, that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law
- (b) the Director or Committee Member has served the maximum term under these Articles;
- (c) a bankruptcy order is made against that person;
- (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (e) 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 or Committee Member and may remain so for more than three (3) months;
- (f) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (g) notification is received by the Chair of the Board that the Director or Committee Member is resigning from office, and such resignation has taken effect in accordance with its terms; or
- (h) that person ceases to be a Member;
- (i) that person has failed to attend or Participate in three (3) consecutive Board or Committee meetings (as applicable) and does not attend or Participate in the next Board or Committee meeting following a written warning from the Chair of the Board of that person's failure.
- (j) He or she is removed in accordance with Article 22.2.

22.2 **The Board may vote by at least a two-thirds majority to remove a Director or Committee Member if there is credible evidence to suggest that such Director or Committee Member has breached the Company's Directors and Committee Members Code of Conduct (as approved by the Board) and/or acted in such a way as be likely to bring the Company into disrepute. To remove a Director or Committee Member under this Article 22.2, notice must be given to the Director or Committee Member in question at least 28 days before the Board meeting at which the resolution is to be moved. The Board must send a copy of the resolution to the said Director or Committee Member who must be allowed to make written representations to Board in advance of the meeting and also to attend the**



meeting in person. The Board shall be entitled to invite such other persons to attend the meeting as it reasonably considers appropriate to the fair consideration of the resolution.

22.3 **If a Director or Committee Member's membership of the Company is suspended in accordance with Article 6.2, then that individual's status as Director and/or Committee Member shall also be automatically suspended for the same period of suspension as is applicable to their membership of the Company.**

23. Directors' and Committee Members Remuneration and Expenses

23.1 **The Company may pay any reasonable expenses which the Directors and/or Committee Members and or Group Members properly incur in connection with their attendance at:**

- (a) meetings of Directors or Committees or Groups;
- (b) general meetings;
- (c) or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

23.2 **The Directors, Committee Members and Group Members may undertake any services for the Company that the Directors shall determine.**

23.3 **The Directors, Committee and Group Members shall be entitled to such remuneration as the Directors shall determine:-**

- (a) for their services to the Company as Chair, Directors and/or Committee Members; and/or
- (b) for any other service that they undertake for the Company.

23.4 **Subject to the Articles, the remuneration of the Directors and/or Committee Members' remuneration may take any form. Unless the Board determines otherwise, the remuneration of the Directors and/or Committee Members shall accrue from day to day.**

23.5 **Resolutions by the Board on matters of remuneration must be approved by the entire Board excluding any Director to be remunerated thereunder.**

24. Secretary

A secretary shall be appointed by the Board for such time and at such remuneration and upon such conditions as the Board may think fit and any secretary so appointed may be removed by the Board.

PART 3

Organisation of General Meetings and Annual General Meetings

25. Annual General Meetings

The Company shall hold a general meeting in every calendar year as its annual general meeting at such time and place as shall be determined by the Board and shall specify the meeting as such in the notices calling it, provided that every annual general meeting shall be no more than fifteen (15) months from the date of the preceding annual general meeting.



26. Convening of General Meetings

26.1 **All meetings other than annual general meetings shall be called general meetings. The directors may, whenever they think fit, and shall on requisition in accordance with the Act, proceed to convene a general meeting.**

26.2 **At least twenty eight (28) Clear Days notice in Writing of every annual general meeting and of every meeting convened to pass a Special Resolution and at least fourteen (14) Clear Days notice in Writing of every general meeting, specifying the place, the day and the hour of the meeting, the nature of the business to be conducted, and in the case of a Special Resolution, the form of such resolution shall be given to such persons (including the Auditors) as are under these Articles or under the Act entitled to receive such notices from the Company. However, with the consent of the all the Members having voting rights at the meeting (in the case of the annual general meeting) and of the Members having ninety five percent (95%) of the voting rights at any other general meeting, a meeting may be convened by such notice as those Members may think fit.**

26.3 **The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by any person entitled to receive notice thereof shall not invalidate any resolutions passed, or proceedings had at that meeting.**

27. Attendance and Speaking at General Meetings

27.1 **A person is able to exercise the right to speak at a general meeting when that person 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.**

27.2 **A person is able to exercise the right to vote at a general meeting when:**

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

27.3 **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.**

27.4 **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.**

27.5 **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.**



28. Quorum for General Meetings
- 28.1 **No business other than the appointment of the Chair of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.**
- 28.2 **The quorum for general meetings shall be the lesser of twenty (20) Professional Members or ten percent (10%) of the Professional Members.**
29. Chairing General Meetings
- 29.1 **If the Directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.**
- 29.2 **If the Directors have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten (10) minutes of the time at which a meeting was due to start:**
- (a) the Directors present; or
 - (b) (if no Directors are present), the meeting,
- must appoint a Director or Member to chair the meeting, and the appointment of the Chair of the Meeting must be the first business of the meeting.
- 29.3 **The person chairing a meeting in accordance with this Article is referred to as “the Chair of the Meeting”.**
- 29.4 **The Chair of the Meeting (whether the Chair appointed by the Directors or otherwise) shall have the power to take such actions as he thinks fit to promote the orderly conduct of the business of the meeting and his decision on matters of procedure shall be final.**
30. Attendance and Speaking by Directors and Non-Members
- 30.1 **Directors may attend and speak at general meetings, whether or not they are Members.**
- 30.2 **The Chair of the Meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.**
31. Adjournment
- 31.1 **If the persons attending a general meeting 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 Chair of the meeting must adjourn it.**
- 31.2 **The Chair of the meeting may adjourn a general meeting at which a quorum is present if:**
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the Chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.



- 31.3 **The Chair of the meeting must adjourn a general meeting if directed to do so by the meeting.**
- 31.4 **When adjourning a general meeting, the Chair of the meeting must:**
- (a) 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
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 31.5 **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):**
- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 31.6 **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

32. Voting: General
- 32.1 **Subject as herein provided, every Professional Member shall have ten (10) votes and every Standard Member shall have one (1) vote. For the avoidance of doubt such weighting shall apply to any elections taking place under Article 10.6 and Article 21.3.**
- 32.2 **A resolution put to the vote of a general meeting must be decided on the basis of a poll.**
- 32.3 **Subject to the Act, any decision taken by the Members must be approved by at least two-thirds of the Members.**
33. Errors and Disputes
- 33.1 **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.**
- 33.2 **Any such objection must be referred to the Chair of the meeting whose decision is final.**



34. Poll Votes

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

35. Content of Proxy Notices

35.1 **Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:**

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

35.2 **Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one (1) or more resolutions.**

35.3 **Unless a proxy Notice indicates otherwise, it must be treated as:**

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

36. Delivery of Proxy Notices

36.1 **A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.**

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 **A resolution requiring approval by at least two-thirds of the Members which is to be proposed at a general meeting may be amended by approval of at least two-thirds of the Members if:**



- (a) 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 Chair of the meeting may determine); and
- (b) the proposed amendment does not, in the reasonable opinion of the Chair of 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 approval of at least two-thirds of the Members if:

- (a) the Chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) 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 Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair'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 Electronic Form and 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 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 (1) authorised person in the presence of a witness who attests the signature.

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



- (a) any Director of the company;
- (b) the company secretary (if any); or
- (c) any person authorised by the Directors for the purpose of signing Documents to which the common seal is applied.

40. Accounts

40.1 **At the annual general meeting in every year the Board shall lay before the Company the accounts, including a profit and loss account for the period since the last preceding account made up to a date not less than twelve (12) months before such meeting, together with a balance sheet made up as at the same date. Such accounts shall be accompanied by reports of the Board and the Auditors. Copies of such accounts and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other Documents required by law to be annexed or to accompany the same shall not less than twenty eight (28) Clear Days before the meeting, subject nevertheless to the provisions of Section 240 of the Act, be sent to the Auditors and to all other persons entitled to receive notices of the general meetings in the manner in which notices are hereafter directed to be served.**

40.2 **Except as provided by law or authorised by the Directors or a resolution of the Company under Article 32.3, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Member.**

40.3 **The financial year of the Company commences on 1 January and ends on 31 December in each year.**

40.4 **The Company will qualify for an audit exemption under Article 477 of the Act where, at the end of the financial year it has at least two (2) of the following:-**

- (a) an annual turnover of no more than £6,5 million;
- (b) assets worth no more than £2.35 million;
- (c) 50 or fewer employees.

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 (if any) (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 Article 42.2, a relevant Director of the Company or an associated Company may be indemnified out of the Company's assets against:**



- (a) 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;
- (b) 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 Act);
- (c) 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 Act or by any other provision of law.

42.3 In this Article:

- (a) companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate; and
- (b) 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:

- (a) a “relevant director” means any Director or former Director of the Company or an associated company;
- (b) 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
- (c) companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate.