

**THE COMPANIES ACTS 1985 AND 1989**

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

**MEMORANDUM OF ASSOCIATION**  
**OF**  
**ELECTORAL REFORM INTERNATIONAL SERVICES**  
**LIMITED**

**Company Number:**  
**Incorporated on:**

**4194448**  
**4 April 2001**



**THE COMPANIES ACTS 1985 AND 1989**

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

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**MEMORANDUM OF ASSOCIATION****OF****ELECTORAL REFORM INTERNATIONAL SERVICES LIMITED**

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- 1 The name of the Company is ELECTORAL REFORM INTERNATIONAL SERVICES Limited ("the Company")
2. The Registered Office of the Company will be situated in England
- 3 The objects for which the Company is established are
  - 3 1 To provide advice on matters relating to representative democracy, its forms, functions, development, associated institutions, electoral systems and election administration, and legal and constitutional provisions relating thereto,
  - 3 2 To monitor any aspect of the electoral process in any country what so ever,
  - 3 3 To conduct seminars, meetings and training on matters relating to the democratic process,
  - 3 4 To provide advice on assistance to democratic institutions and representative bodies;
  - 3 5 To advise on, or to undertake any promotional work in furtherance of the above;
  - 3 6 In furtherance of the above objects the Company shall conduct its business in any part of the world

To these ends -

- 4 1 To acquire, by gift or otherwise, purchase, 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 or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company,
- 4 2 To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects,
- 4 3 To undertake and execute any trusts which may lawfully be undertaken by the Company and may be conducive to its objects,
- 4 4 To borrow or raise money for the purposes of the Company on such terms and on such securities as may be thought fit,
- 4 5 To lend money with securities, and to invest and deal with moneys of the Company not immediately required for its purposes in or upon such investments, securities or property and in such manner as may from time to time be determined;

- 4 6 On direction of the directors to promote any company or companies for the purpose of acquiring all or any of the property and liabilities of the Company or for any other purposes calculated to benefit the Company,
- 4 7 To draw, make and accept bills of exchange and promissory notes and other negotiable instruments,
- 4 8 To establish and support or aid in the establishment and support of any charitable or educational associations or institutions and to expend, subscribe or guarantee money for charitable, educational or other purposes connected with furthering the objects of the Company;
- 4 9 To appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in similar capacity,
- 4 10 To co-operate with any other company whose objects are or include similar to those of the Company and on any terms whatsoever,
- 4 11 To procure the Company to be registered or recognised in any country or place abroad,
- 4 12 To do all such things as are incidental or as the Company may think conducive to the attainment of the above objects or any of them, and to deal with any other matters of interest to the company,
- 4 13 To do all or any of the above things in any part of the world and either as principals, agents, contractors, trustees, or otherwise, and either alone or conjunction with others;
- 4 14 It here by declared that -  
the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed, and  
the objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation should be given thereto and they shall not, except where the context expressly so requires, be in any way limited or restricted by application of the *ejusdem generis* rule or by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company, none of such sub-clauses of the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company
- 5 The members of Electoral Reform International Services Limited shall be the elected members of the Council of the Electoral Reform Society Limited
- 6 The liability of the members i.e the Elected Members of Council of the Electoral Reform Society Limited, will be limited.
- 7 Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time he/she is a member or within one year afterwards, for payment of the debts and liabilities of the Company

contracted before the time at which he/she ceases to be a member, and of the costs, charges and expenses of the winding up and for the adjustment of the rights of the contributories among themselves such amounts as may be required, but in any case not exceeding the sum of £1.

- 8 The Elected Council Members of the Electoral Reform Society will act as subscribers of the Memorandum of Association for Electoral Reform International Services Limited.
- 9 The Appointment of the Directors of Electoral Reform International Services Limited shall be determined each year by the elected members of the Council of the Electoral Reform Society Limited, at that time.
- 10 If upon the winding up or dissolution of the Company, there remains after the satisfaction of all its debts and liabilities any surplus funds, property and assets the same shall be disposed of for such purposes as the directors may at an Extraordinary General Meeting decide or failing any such decision to the Electoral Reform Society to be used at the Society's discretion either as capital or income to the intent that no Society member of the Electoral Reform Society shall receive any of the said funds, property and assets by virtue of his membership.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association

#### NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

KEITH BEST

15 St Stephen's Terrace  
London SW8 1D

Executive Director

Witness to the above Signature -

Dated this 16<sup>th</sup> Day of March 2001

*(See original for signatures)*

NAME *G H Richie*  
6 Chancel Street  
London SE1 0UU  
Position *Chief Executive*

DR PETER M JACKSON

Stoke Barn  
Grindleford Road  
Calver Hope Valley  
Derbyshire S32 3XY

Retired University Lecturer

Witness to the above Signature -

Dated this 27<sup>th</sup> Day of March 2001

NAME *K D Underhill*  
48 Humberstone Avenue  
Holme  
Manchester M15 5FD  
Position

DR CRISPIN ALLARD

56 Park Road

Farnborough

Hants GU14 6LG

Operational Research Consultant

Witness to the above Signature.-

Dated this 15<sup>th</sup> Day of March 2001

NAME *G Howes*

*6A Royal Oak Road*

*Woking*

*Surrey GU21*

*Position Civil Servant*

JEAN BRADSHAW MBE

9 Highridge Close

Epsom

Surrey KT18 5HF

Retired Deputy Head

Witness to the above Signature:-

Dated this 12<sup>th</sup> Day of March 2001

NAME *Eric Syddique*

*6 Chancel Street*

*London SE1 0UU*

*Position Company Secretary*

DAVID HARRIS

48 Erskine Hill

Hampstead Garden Suburb

London NW11 6HG

Retired Charity Director

Witness to the above Signature:-

Dated this 27<sup>th</sup> Day of March 2001

NAME *Maryline Harris*

*48 Erskine Hill*

*London NW11 6HG*

*Position Administrator (Retired)*

**THE COMPANIES ACTS 1985 AND 1989**

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

**ARTICLES OF ASSOCIATION**

**OF**

**ELECTORAL REFORM INTERNATIONAL SERVICES  
LIMITED**

**Company Number:**  
**Incorporated on:**

**4194448**  
**4 April 2001**

FRIDAY



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COMPANIES HOUSE

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**THE COMPANIES ACTS 1985 AND 1989**

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

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**ARTICLES OF ASSOCIATION****OF****ELECTORAL REFORM INTERNATIONAL SERVICES LIMITED**

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**PRELIMINARY**

- 1 In these Articles, if not inconsistent with the subject or context, the words set out in the first column of the table below shall bear the meanings set out opposite to them respectively in the second column thereof

<u>WORDS</u>	<u>MEANINGS</u>
The Company	Electoral Reform International Services Ltd
The Act	The Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force
The Articles	These Articles of Association, as originally framed, or as from time to time altered by Special Resolution
Table A	Table A in the Schedule to the Companies (Tables A-F) Regulations 1985

Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles but excluding any statutory modifications thereof not in force when these Articles became binding on the Company

- 2 The regulations contained in Table A shall apply to the Company except in so far as they are excluded by or are inconsistent with these Articles
- 3 The Company is a private company and accordingly no offer or invitation shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company, nor shall the Company allot or agree to allot (whether in case or otherwise) any share in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public

**GENERAL MEETINGS**

- 4 An Annual General Meeting shall be held not more than eighteen months after the incorporation of the company and subsequently once in every year, at such time (within a period of not more than fifteen months after holding of the last preceding Annual General Meeting) and place as may be determined by the Company All other General Meetings shall be called Extraordinary General Meetings
- 5 The Directors may call General Meetings and, on the requisition of members pursuant to the provision of the Act, shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than eight weeks after receipt of the requisition

If there are not within the United Kingdom sufficient Directors to call a General Meeting, any Director or any member of the company may call a General Meeting

#### **NOTICE OF GENERAL MEETINGS**

- 6 An Annual General Meeting and any Extraordinary General Meeting at which it is proposed to pass a Special Resolution shall be called by twenty one days' notice in writing at least, and any other General Meeting by fourteen days' notice in writing at least, exclusive in either case of the day on which the notice is served or deemed to be served and of the day for which it is given.
- The accidental omission to give notice or the non-receipt of notice by, any person entitled to receive notice shall not invalidate the proceedings at any General Meeting
- 7 Every notice calling a General Meeting shall specify the place and day and hour of the meeting and in the case of an Annual General Meeting shall also specify the meeting as such. If other than routine business is to be transacted, the notice shall specify the general nature of such business, and, if any Resolution is to be proposed as an Extraordinary Resolution or as a Special Resolution, the notice shall contain a statement to that effect
- 8 Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say.-
- a] Reading and considering the balance sheet, the ordinary reports of Directors and the Auditors and other accounts and documents required to be annexed to the balance sheet
  - b] Appointing the Directors (confirming the continuation of the Managing Directors).
  - c] Appointing Auditors and fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed.
- 9 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail, and a notice communication by such forms of immediate transmission shall deem to be given at the time it is transmitted to the person to whom it is addressed. Regulation 111 and 112 shall be amended accordingly

#### **PROCEEDINGS AT GENERAL MEETINGS**

- 10 No business shall be transacted at general meeting unless a quorum is present when the meeting proceeds to business. Two members present in person shall be a quorum for all purposes
- 11 If within half an hour from the time of appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the members may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum. Notice of the date of the adjourned meeting shall be given to all members entitled to notice
- 12 The Chairman, if any, of the board of Directors or in his/her absence some other Director nominated by the Directors shall preside as Chairman of the meeting, but if neither the Chairman nor such other Director (if any) be present within fifteen



minutes after the time appointed for the holding the meeting and willing to act, the Directors present shall elect one of their number to be Chairman and, if there is only one Director present and willing to act, he/she shall be Chairman

- 13 If no Director is willing to act as Chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman
- 14 The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting

## **DIRECTORS**

- 15 The number of the Directors and the names of the first Directors shall be determined by the subscribers of the Memorandum of Association and confirmed at the first General Meeting
- Unless otherwise determined by ordinary resolution, the number of Directors shall not be less than two.
- 16 The Company may from time to time by ordinary resolution increase or reduce the number of Directors
- 17 The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company
- 18 The Company may by ordinary resolution, of which special notice has been given in accordance with the Act, remove any Director before the expiration of his period of office notwithstanding anything in these regulations or in agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
- 19 Unless and until otherwise determined by the Company by ordinary Resolution, either generally or in any particular case, no Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of seventy, and any person proposed to be appointed a Director shall be capable of being appointed as a Director notwithstanding that he has attained the age of seventy, and no special notice need be given of any resolution for the appointment as a Director of a person who shall have attained the age of seventy, and it shall not be necessary to give to the members notice of the age of any Director or person proposed to be appointed as such

## **POWER AND DUTIES OF DIRECTORS**

- 20 The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these regulations, required to be exercised by the Company in General Meeting, subject, nevertheless, to any of these regulations, being not inconsistent with the aforesaid regulations or provisions,

- as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made
- 21 The Directors may by power of attorney or otherwise appoint any person such person to be approved by the members in General Meeting to be agent of the Company for such purposes and on such conditions as they determine including authority for the agent to delegate all or any of his powers
22. a] A Director who is in any way, whether directly, or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at the meeting of the Directors in accordance with section 317 of the Act
- b] A Director shall not vote in respect of any contract or arrangement in which he is interested, and if he shall do so his vote shall not be counted, nor shall he be counted in the quorum present at the meeting, but neither of these prohibitions (subject to paragraph (a) of this Clause being complied with) shall apply to:-
- [1] any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the company, or
- [2] any contract or arrangement with any other company in which he is interested only as an officer of the company or as a holder of shares or securities,
- and these prohibitions may at any time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, arrangement or transaction, by the Company in General Meeting
- c] Any Director may be authorised to act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as auditor to the Company
- 23 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine
- 24 The Directors shall cause minutes to be made in books provided for the purpose -
- a] of all appointments of officers made by Directors,
- b] of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- c] of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors,
- and every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose
- 25 The Directors shall have power at any time, and from time to time, to appoint any person to be a Director Any Director so appointed shall hold office only until the next following Annual General Meeting

**PROCEEDINGS OF DIRECTORS**

- 26 The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom.
- 27 The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.
- 28 The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office, but if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
- 29 The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit, any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.
- 30 A committee may elect a Chairman of its meetings, if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.
- 31 Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

**SECRETARY**

- 32 Subject to the provision of the Act the secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

**THE SEAL**

- 33 The Directors shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the secretary or by a second Director or by some other person appointed by the Directors for the purpose.

**INDEMNITY**

- 34 Subject to the provision of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default breach of duty or breach of trust in relation to the affairs of the Company

TRACKED AMENDMENTS  
COPY

**THE COMPANIES ACTS 1985 AND 1989**

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

**ARTICLES OF ASSOCIATION**

**OF**

**ELECTORAL REFORM INTERNATIONAL SERVICES  
LIMITED**

**Company Number:**

**4194448**

**Incorporated on:**

**4 April 2001**

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**THE COMPANIES ACTS 1985 AND 1989****COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL****ARTICLES OF ASSOCIATION****OF****ELECTORAL REFORM INTERNATIONAL SERVICES LIMITED****PRELIMINARY**

- 1 In these Articles, if not inconsistent with the subject or context, the words set out in the first column of the table below shall bear the meanings set out opposite to them respectively in the second column thereof

**WORDS****MEANINGS**

The Company	Electoral Reform International Services Ltd
The Act	The Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force
The Articles	These Articles of Association, as originally framed, or as from time to time altered by Special Resolution
Table A	Table A in the Schedule to the Companies (Tables A-F) Regulations 1985

Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles but excluding any statutory modifications thereof not in force when these Articles became binding on the Company

- 2 The regulations contained in Table A shall apply to the Company except in so far as they are excluded by or are inconsistent with these Articles
- 3 The Company is a private company and accordingly no offer or invitation shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company, nor shall the Company allot or agree to allot (whether in case or otherwise) any share in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public

**GENERAL MEETINGS**

- 4 An Annual General Meeting shall be held not more than eighteen months after the incorporation of the company and subsequently once in every year, at such time (within a period of not more than fifteen months after holding of the last preceding Annual General Meeting) and place as may be determined by the Company. All other General Meetings shall be called Extraordinary General Meetings
- 5 The Directors may call General Meetings and, on the requisition of members pursuant to the provision of the Act, shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than eight weeks after receipt of the requisition

If there are not within the United Kingdom sufficient Directors to call a General Meeting, any Director or any member of the company may call a General Meeting

#### NOTICE OF GENERAL MEETINGS

- 6 An Annual General Meeting and any Extraordinary General Meeting at which it is proposed to pass a Special Resolution shall be called by twenty one days' notice in writing at least, and any other General Meeting by fourteen days' notice in writing at least, exclusive in either case of the day on which the notice is served or deemed to be served and of the day for which it is given
- The accidental omission to give notice or the non-receipt of notice by, any person entitled to receive notice shall not invalidate the proceedings at any General Meeting
- 7 Every notice calling a General Meeting shall specify the place and day and hour of the meeting and in the case of an Annual General Meeting shall also specify the meeting as such. If other than routine business is to be transacted, the notice shall specify the general nature of such business, and, if any Resolution is to be proposed as an Extraordinary Resolution or as a Special Resolution, the notice shall contain a statement to that effect
- 8 Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say -
- a) Reading and considering the balance sheet, the ordinary reports of Directors and the Auditors and other accounts and documents required to be annexed to the balance sheet
  - b) Appointing the Directors (confirming the continuation of the Managing Directors)
  - c) Appointing Auditors and fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed
- 9 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail, and a notice communication by such forms of immediate transmission shall deem to be given at the time it is transmitted to the person to whom it is addressed. Regulation 111 and 112 shall be amended accordingly

#### PROCEEDINGS AT GENERAL MEETINGS

- 10 No business shall be transacted at general meeting unless a quorum is present when the meeting proceeds to business. Two members present in person shall be a quorum for all purposes
- 11 If within half an hour from the time of appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the members may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum. Notice of the date of the adjourned meeting shall be given to all members entitled to notice
- 12 The Chairman, if any, of the board of Directors or in his/her absence some other Director nominated by the Directors shall preside as Chairman of the meeting, but if neither the Chairman nor such other Director (if any) be present within fifteen

- minutes after the time appointed for the holding the meeting and willing to act, the Directors present shall elect one of their number to be Chairman and, if there is only one Director present and willing to act, he/she shall be Chairman
- 13 If no Director is willing to act as Chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman
- 14 The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting

#### **DIRECTORS**

- 15 The number of the Directors and the names of the first Directors shall be determined by the subscribers of the Memorandum of Association and confirmed at the first General Meeting  
Unless otherwise determined by ordinary resolution, the number of Directors shall not be less than two
- 16 The Company may from time to time by ordinary resolution increase or reduce the number of Directors
- 17 The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company
- 18 The Company may by ordinary resolution, of which special notice has been given in accordance with the Act, remove any Director before the expiration of his period of office notwithstanding anything in these regulations or in agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company
- 19 Unless and until otherwise determined by the Company by ordinary Resolution, either generally or in any particular case, no Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of seventy, and any person proposed to be appointed a Director shall be capable of being appointed as a Director notwithstanding that he has attained the age of seventy, and no special notice need be given of any resolution for the appointment as a Director of a person who shall have attained the age of seventy, and it shall not be necessary to give to the members notice of the age of any Director or person proposed to be appointed as such

#### **POWER AND DUTIES OF DIRECTORS**

- 20 The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these regulations, required to be exercised by the Company in General Meeting, subject, nevertheless, to any of these regulations, being not inconsistent with the aforesaid regulations or provisions,



as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made

- 21 The Directors may by power of attorney or otherwise appoint any person such person to be approved by the members in General Meeting to be agent of the Company for such purposes and on such conditions as they determine including authority for the agent to delegate all or any of his powers

- 22 a) A Director who is in any way, whether directly, or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at the meeting of the Directors in accordance with section 317 of the Act

Comment [DGIM2] Typo corrected

- b) A Director shall not vote in respect of any contract or arrangement in which he is interested, and if he shall do so his vote shall not be counted, nor shall he be counted in the quorum present at the meeting, but neither of these prohibitions (subject to paragraph (a) of this Clause being complied with) shall apply to -

Comment [DGIM3] Typo corrected

[1] any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the company, or

[2] any contract or arrangement with any other company in which he is interested only as an officer of the company or as a holder of shares or securities,

and these prohibitions may at any time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, arrangement or transaction, by the Company in General Meeting

- c) Any Director may be authorised to act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as auditor to the Company

- 23 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine

- 24 The Directors shall cause minutes to be made in books provided for the purpose -

- a) of all appointments of officers made by Directors,  
b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors,  
c) of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors,

and every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose

- 25 The Directors shall have power at any time, and from time to time, to appoint any person to be a Director Any Director so appointed shall hold office only until the next following Annual General Meeting

**PROCEEDINGS OF DIRECTORS**

26. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom.
27. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.
28. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office, but if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
29. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit, any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.
30. A committee may elect a Chairman of its meetings, if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.
31. Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

**SECRETARY**

32. Subject to the provision of the Act the secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

**THE SEAL**

33. The Directors shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the secretary or by a second Director or by some other person appointed by the Directors for the purpose.

**Comment [DGIM4]** Clause 26 deleted at AGM Tuesday 25<sup>th</sup> July 2006 to allow Directors to hold office for 3 years and to retire by rotation. It was further agreed that the Directors should agree the order of retirement among themselves.  
Subsequent clauses renumbered.

**Deleted 26** The Directors shall not be liable to retire by rotation, and accordingly the second and third sentences of regulation 79 shall be deleted.

**Deleted 27**

**Deleted 28**

**Deleted 29**

**Deleted 30**

**Comment [DGIM5]** Typo corrected.

**Deleted 31**

**Deleted 32**

**Deleted 33**

**Deleted 34**

**INDEMNITY**

34. Subject to the provision of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default breach of duty or breach of trust in relation to the affairs of the Company

Deleted 35

TRACKED AMENDMENTS  
COPY

**THE COMPANIES ACTS 1985 AND 1989**

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

**MEMORANDUM OF ASSOCIATION  
OF  
ELECTORAL REFORM INTERNATIONAL SERVICES  
LIMITED**

**Company Number:  
Incorporated on:**

**4194448  
4 April 2001**

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**THE COMPANIES ACTS 1985 AND 1989**

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

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**MEMORANDUM OF ASSOCIATION  
OF  
ELECTORAL REFORM INTERNATIONAL SERVICES LIMITED**

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- 1 The name of the Company is ELECTORAL REFORM INTERNATIONAL SERVICES Limited ("the Company")
- 2 The Registered Office of the Company will be situated in England
- 3 The objects for which the Company is established are
  - 3 1 To provide advice on matters relating to representative democracy, its forms, functions, development, associated institutions, electoral systems and election administration, and legal and constitutional provisions relating thereto,
  - 3 2 To monitor any aspect of the electoral process in any country what so ever,
  - 3 3 To conduct seminars, meetings and training on matters relating to the democratic process,
  - 3 4 To provide advice on assistance to democratic institutions and representative bodies,
  - 3 5 To advise on, or to undertake any promotional work in furtherance of the above,
  - 3 6 In furtherance of the above objects the Company shall conduct its business in any part of the world

To these ends -

- 4 1 To acquire, by gift or otherwise, purchase, 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 or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company,
- 4 2 To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects,
- 4 3 To undertake and execute any trusts which may lawfully be undertaken by the Company and may be conducive to its objects,
- 4 4 To borrow or raise money for the purposes of the Company on such terms and on such securities as may be thought fit,
- 4 5 To lend money with securities, and to invest and deal with moneys of the Company not immediately required for its purposes in or upon such investments, securities or property and in such manner as may from time to time be determined,

- 4 6 On direction of the directors to promote any company or companies for the purpose of acquiring all or any of the property and liabilities of the Company or for any other purposes calculated to benefit the Company,
- 4 7 To draw, make and accept bills of exchange and promissory notes and other negotiable instruments,
- 4 8 To establish and support or aid in the establishment and support of any charitable or educational associations or institutions and to expend, subscribe or guarantee money for charitable, educational or other purposes connected with furthering the objects of the Company,
- 4 9 To appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in similar capacity,
- 4 10 To co-operate with any other company whose objects are or include similar to those of the Company and on any terms whatsoever,
- 4 11 To procure the Company to be registered or recognised in any country or place abroad,
- 4 12 To do all such things as are incidental or as the Company may think conducive to the attainment of the above objects or any of them, and to deal with any other matters of interest to the company,
- 4 13 To do all or any of the above things in any part of the world and either as principals, agents, contractors, trustees, or otherwise, and either alone or conjunction with others,
- 4 14 It here by declared that -  
the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed, and  
the objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation should be given thereto and they shall not, except where the context expressly so requires, be in any way limited or restricted by application of the *ejusdem generis* rule or by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company, none of such sub-clauses of the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company

5] The members of Electoral Reform International Services Limited shall be the elected members of the Council of the Electoral Reform Society Limited

- 6 The liability of the members i.e the Elected Members of Council of the Electoral Reform Society Limited, will be limited
- 7 Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time he/she is a member or within one year afterwards, for payment of the debts and liabilities of the Company

**Comment [DGIM1]** Clause 5, amended at Extraordinary General Meeting of ERIS Members (prior to ERS Council) Saturday May 26<sup>th</sup> 2012 -

**Deleted** The Electoral Reform Society is deemed to be Guarantor of Electoral Reform International Services Limited

- contracted before the time at which he/she ceases to be a member, and of the costs, charges and expenses of the winding up and for the adjustment of the rights of the contributories among themselves such amounts as may be required, but in any case not exceeding the sum of £1
- 8 The Elected Council Members of the Electoral Reform Society will act as subscribers of the Memorandum of Association for Electoral Reform International Services Limited
- 9 The Appointment of the Directors of Electoral Reform International Services Limited shall be determined each year by the elected members of the Council of the Electoral Reform Society Limited, at that time
- 10 If upon the winding up or dissolution of the Company, there remains after the satisfaction of all its debts and liabilities any surplus funds, property and assets the same shall be disposed of for such purposes as the directors may at an Extraordinary General Meeting decide or failing any such decision to the Electoral Reform Society to be used at the Society's discretion either as capital or income to the intent that no Society member of the Electoral Reform Society shall receive any of the said funds, property and assets by virtue of his membership

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

KEITH BEST  
15 St Stephen's Terrace  
London SW8 1D

*(See original for signatures)*

Executive Director

Witness to the above Signature -

Dated this 16<sup>th</sup> Day of March 2001

NAME *G H Richie*  
6 Chancel Street  
London SE1 0UU  
Position *Chief Executive*

DR PETER M JACKSON  
Stoke Barn  
Grindleford Road  
Calver Hope Valley  
Derbyshire S32 3XY

Retired University Lecturer

Witness to the above Signature -

Dated this 27<sup>th</sup> Day of March 2001

NAME *K D Underhill*  
48 Humberstone Avenue  
Holme  
Manchester M15 5FD  
Position

DR CRISPIN ALLARD

56 Park Road

Farnborough

Hants GU14 6LG

Operational Research Consultant

Witness to the above Signature -

Dated this 15<sup>th</sup> Day of March 2001

NAME *G Howes*

*6A Royal Oak Road*

*Woking*

*Surrey GU21*

Position *Civil Servant*

JEAN BRADSHAW MBE

9 Highridge Close

Epsom

Surrey KT18 5HF

Retired Deputy Head

Witness to the above Signature -

Dated this 12<sup>th</sup> Day of March 2001

NAME *Eric Syddique*

*6 Chancel Street*

*London SE1 0UU*

Position *Company Secretary*

DAVID HARRIS

48 Erskine Hill

Hampstead Garden Suburb

London NW11 6HG

Retired Charity Director

Witness to the above Signature -

Dated this 27<sup>th</sup> Day of March 2001

NAME *Maryline Harris*

*48 Erskine Hill*

*London NW11 6HG*

Position *Administrator (Retired)*



