

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE ROMANTIC NOVELISTS' ASSOCIATION

Company Number 11109647

Adopted by special resolution passed on 16 July 2022

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**ARTICLES OF ASSOCIATION**  
**of**  
**THE ROMANTIC NOVELISTS' ASSOCIATION**  
**(the Company)**

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**INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY**

**1. Interpretation and defined terms**

1.1 In these Articles, unless the context otherwise requires:

<b>Act</b>	means the Companies Act 2006;
<b>Articles</b>	means the Company's articles of association for the time being in force;
<b>Authorised Representative(s)</b>	means the individual (or individuals) which a Member has notified to the Company in writing as being authorised to act on its behalf in relation to the Company and to exercise all of its powers in its capacity as a Member;
<b>bankruptcy</b>	includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
<b>Business Day</b>	means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
<b>Company Secretary</b>	means the individual or corporation appointed as the company secretary of the company in accordance with Article 28 (if any);
<b>Conflict</b>	means a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;
<b>Conflicted Director</b>	means a Director in respect of whom a Conflict arises or may reasonably arise because that Director is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company;
<b>Director</b>	means an individual who is a director of the Company and includes any individual occupying the position of director, by whatever name called;

<b>document</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>electronic form</b>	has the meaning given in section 1168 of the Act;
<b>Eligible Director</b>	means a Director who is entitled to vote on the matter at a meeting of the Directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 20, any Director whose vote is not to be counted in respect of the particular matter);
<b>Member</b>	means an individual or organisation whose name is entered in the Company's register of members and <b>Membership</b> shall be construed accordingly;
<b>ordinary resolution</b>	has the meaning given in section 282 of the Act;
<b>participate</b>	in relation to a Directors' meeting, has the meaning given in Article 15;
<b>proxy notice</b>	has the meaning given in Article 42;
<b>Secretary</b>	means the person appointed as such in accordance with these Articles, who may also be the Company Secretary (if any);
<b>special resolution</b>	has the meaning given in section 283 of the Act;
<b>subsidiary</b>	has the meaning given in section 1159 of the Act; and
<b>writing</b>	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.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.

1.5 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.6 The model articles for a private company limited by guarantee are hereby expressly excluded.

## 2. **Objects**

The object for which the Company is established (**Objects**) is to connect, support and champion writers to create their best romantic fiction, in particular, but not exclusively, by:

- (a) connecting writers with others who share an interest in the different facets of romantic fiction;
- (b) supporting writers of romantic fiction at every stage of their writing career; and
- (c) championing individual writers and the genre of romantic fiction, celebrating excellence in romantic fiction and equipping Members to grow into their full potential.

### **3. Powers**

In pursuance of the Objects, the Company has the power to:

- (a) organise competitions and awards, including for the Best Romantic Novel of the Year, as the Directors consider desirable to further the Objects, and to appoint judges for the same as required. The Directors may sub-divide any such competition and awards into categories and may make or vary the conditions of entry and eligibility for any such competitions and awards as they see fit;
- (b) arrange meetings, lectures, discussions and social functions and publish a journal and other written materials on matters relevant to the work of the Company and the Objects;
- (c) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- (d) borrow and raise money in such manner as the Directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- (e) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- (f) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- (g) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- (h) co-operate with or assist any other body or organisation in such way or by such means

as may, in the opinion of the Directors shall advance the Objects in any way;

- (i) enter into contracts to provide services;
- (j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (k) incorporate subsidiary companies to carry on any trade; and
- (l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the Objects.

#### **4. Application of income**

4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Objects.

4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- (b) any interest on money lent by any Member or any Director at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member or Director; or
- (d) reasonable out-of-pocket expenses properly incurred by any Director.

#### **5. Change of Company name**

The name of the Company may only be changed by a special resolution of the Members passed in accordance with these Articles and with the Act.

#### **6. Winding up**

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remain shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be:

- (a) transferred to a literary charity (or charities) or to another body with objects similar to those of the Company; or
- (b) applied in any other manner which is consistent with the Objects

as determined by resolution of the Members at or before the time of winding up or dissolution provided that, if the Members are unwilling or unable to pass such a resolution, the matter may be determined by resolution of the Directors at or before the time of winding up or dissolution. Any awards trophies which have been donated to the Company shall be returned to the respective donors (or, dealt with in the manner above if the donor cannot be

contacted or so elects).

## **7. Liability of Members**

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for:

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

## **DIRECTORS**

### ***Powers and responsibilities of the Directors***

## **8. Directors' general authority**

Subject to these Articles, the Directors are responsible for the management of the Company's business in accordance with its Objects, for which purpose they may exercise all the powers of the Company.

## **9. Members' reserve power**

9.1 The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

9.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

## **10. Delegation**

10.1 Subject to these 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.

10.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

10.3 The Directors may revoke any delegation in whole or part or alter its terms and conditions.

## **11. Committees**

11.1 Committees to which the Directors delegate any of their powers must follow procedures

which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors.

- 11.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

### ***Decision making by Directors***

#### **12. Directors to take decisions collectively**

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 13 (Decisions outside meetings).

#### **13. Decisions outside meetings**

- 13.1 A decision of the Directors may be taken by resolution in writing or electronic form. Such a resolution shall be effective provided that:

- (a) a copy of the proposed resolution has been sent, at (or as near as reasonably practicable to) the same time, to all of the Directors; and
- (b) a majority of not less than two-thirds of the Eligible Directors have signified their agreement to the resolution in writing, in such manner as the Directors have agreed, within 28 days of the circulation date.

- 13.2 A decision may not be taken in accordance with this Article 13 if the Eligible Directors would not have formed a quorum at a meeting of the Directors.

#### **14. Calling a Directors' meeting**

- 14.1 The Directors shall determine the number of meetings to be held each year provided that this shall not be less than four.

- 14.2 Any Director may call a Directors' meeting by giving not less than fourteen Business Days' notice of the meeting (or such lesser notice as not less than two-thirds of the Directors may agree) to the Directors or by authorising the Company Secretary (if any) to give such notice.

- 14.3 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.

- 14.4 Notice of a Directors' meeting shall be given to each Director in writing.

- 14.5 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 seven 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.

14.6 A Director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the Directors' meeting.

#### **15. Participation in Directors' meetings**

15.1 Subject to these Articles, Directors participate in a Directors' meeting (or part of a meeting) when:

- (a) the meeting has been called and takes place in accordance with these 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.

15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

15.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

15.4 A Director may not appoint an alternate director or anyone else to act on their behalf at meetings of the Directors.

#### **16. Quorum for Directors' meetings**

16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

16.2 Subject to Article 16.3, the quorum for the transaction of business at a meeting of the Directors is five Eligible Directors.

16.3 For the purposes of any meeting (or part of a meeting) held to authorise a Conflict (pursuant to Article 20), if there is only one Eligible Director in office, other than the Conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

16.4 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint additional Directors pursuant to Article 24.6 or to call a general meeting so as to enable the Members to appoint additional Directors.

#### **17. Chairing of Directors' meetings**

17.1 The Directors shall by majority decision appoint a Chair and a Vice-Chair from among their number and may at any time, by a decision of not less than two-thirds of the Directors, revoke such appointment.

17.2 Subject to Article 17.3, the Chair, or if absent, the Vice-Chair shall chair all meetings of the Directors.

17.3 If neither the Chair nor Vice-Chair are participating in a Directors' meeting within ten minutes of the time at which it was to start, or if neither is willing or able to act as chair of the meeting, the participating Directors present at the meeting must appoint one of their number to chair it.

#### **18. Casting vote**

- 18.1 If the numbers of votes for and against a proposal at a meeting of the Directors are equal, the person chairing the meeting has a casting vote.
- 18.2 Article 18.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the person chairing the meeting is not an Eligible Director for the purposes of that meeting (or part of a meeting).

## **19. Declaration of Directors' interests**

A Director must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. Subject to Article 20, a Director must be absent from any discussions of the Directors in which it is possible that a conflict will arise between their duty to act solely in the interests of the Company and any conflicting or personal interest (including but not limited to any personal financial interest).

## **20. Conflicts of interest and conflicts of loyalty**

20.1 Subject to Article 20.2, when any Director is a Conflicted Director, the Eligible Directors may by resolution passed in the absence of the Conflicted Director, authorise the Conflicted Director to:

- (a) continue to participate in discussions leading to the making of a decision and/or to vote;
- (b) disclose to a third-party information confidential to the Company;
- (c) take any other action not otherwise authorised; and/or
- (d) refrain from taking any step required to remove the Conflict

notwithstanding any Conflict which has arisen or may arise for the Conflicted Director.

20.2 A resolution under Article 20.1 may only be passed where:

- (a) the Eligible Directors in respect of the matter in question form a quorum;
- (b) those Directors are satisfied that it is in the interests of the Company to pass the resolution and allow the Conflicted Director to act notwithstanding the Conflict; and
- (c) the Conflict does not involve the receipt by the Conflicted Director (or a person connected to the Conflicted Director) of any payment or material benefit from the Company.

20.3 Where the Directors authorise a Conflict, the Conflicted Director shall be obliged to act in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.

20.4 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Conflicted Director prior to such revocation or variation in accordance with the terms of such authorisation.

20.5 A Director is not required, by reason of being a Director, to account to the Company for any

remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

20.6 If a question arises at a Directors' meeting as to the right of a Director to participate in the meeting (or part of the meeting), the question shall be referred to the person chairing the meeting whose ruling shall be final and conclusive. If the Director concerned is the person chairing the meeting, the question shall be decided by a decision of the other Directors at that meeting.

## **21. Records of decisions to be kept**

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

## **22. Validity of Directors' decisions**

22.1 Subject to Article 22.2, all acts done by a meeting of Directors, or of a committee, shall be valid notwithstanding the participation in any vote of a Director:

- (a) who was disqualified from holding office;
- (b) who had previously retired or who had been obliged by the constitution to vacate office; or
- (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise

provided that, if without (a) the vote of that Director; and (b) that Director being counted in the quorum, the decision has been made by a majority of the Directors at a quorate meeting.

22.2 Article 22.1 does not permit a Director (or a person connected to a Director) to keep any benefit that may be conferred upon them by a resolution of the Directors if, but for Article 22.1, the resolution would have been void, or if the Director has not complied with Article 19 (Declaration of Directors' interests).

## ***Appointment of Directors***

### **23. Number and roles of Directors**

23.1 Unless otherwise determined by ordinary resolution, the number of Directors shall be no fewer than five and no more than fifteen.

23.2 The Directors may from time to time allocate specific responsibilities to any Director role and issue role descriptions accordingly, detailing the specific rights, obligations, powers and responsibilities of that role.

23.3 Directors, officers and those holding honorary positions in the Company shall not be precluded from entry into any awards offered by the Company for which they are eligible.

## **24. Means of appointing Directors**

- 24.1 On the adoption of these Articles, each person who was in post as a Director on that date shall (subject to Article 25) continue to serve as a Director for the remainder of the term of office for which they were appointed (or if no such term was specified, for the period of three years starting on the date of their most recent appointment as Director).
- 24.2 Subject to Articles 24.1 and 24.6, any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director for a term of three years (or such other shorter period as may be agreed) as follows:
- (a) up to nine Directors shall be appointed by ordinary resolution of the Members (the **Elected Directors**); and
  - (b) up to six Directors shall be appointed by majority decision of the Directors (the **Appointed Directors**).
- 24.3 In selecting individuals for appointment as Directors, the Members and Directors (as applicable) shall have regard to the skills, knowledge and experience needed for the effective administration of the Company.
- 24.4 The appointment of a Director (whether an Elected Director or an Appointed Director) shall not cause the total number of Directors to exceed the maximum number of Directors set out in Article 23.1 (Number and roles of Directors).
- 24.5 Any person having completed a three-year term or otherwise retiring as a Director is eligible for reappointment provided that a Director who has served for three consecutive terms may not be reappointed for a fourth consecutive term but may be reappointed after an interval of at least one year.
- 24.6 A casual vacancy among the Elected Directors may be filled by the Directors then in office provided that any person so appointed shall only hold office until the next general meeting of the Members, at which an election for that vacancy (or vacancies) shall be held (and for which the person so appointed may stand, if eligible). Any incomplete or partial year of service by a person appointed under this Article 24.6 shall be ignored when calculating the maximum length of service permitted under Article 24.5.
- 24.7 Any person appointed as a Director shall, if not already a Member, become a Member on the date of their appointment.

## **25. Termination of Director's appointment**

A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a company director by law;
- (b) that person dies;
- (c) that person ceases to be a Member;
- (d) a bankruptcy order is made against that person or 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 and may remain so for more than three months;
- (f) that person is absent without the agreement of the Directors from three consecutive meetings and the Directors resolve that they be vacated from office accordingly; or
- (g) notification is received by the Company from the Director that the Director is resigning from office on not less than four weeks' notice, and such resignation has taken effect in accordance with its terms.

## **26. Directors' remuneration**

- 26.1 The Directors are not entitled to be remunerated for their services to the Company in their capacity as Directors.
- 26.2 A Director may undertake any services for the Company that the Directors decide and, subject to Article 26.1, may be remunerated for any such service which they undertake for the Company. Directors are not accountable to the Company for any remuneration which they receive pursuant to this Article.

## **27. Directors' expenses**

The Company may pay any reasonable expenses which the Directors and/or the Company Secretary (if any) properly incur in connection with their attendance at:

- (a) Directors' meetings or committee meetings; and
- (b) general meetings

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

## **28. Company Secretary**

- 28.1 The Directors may appoint any person who is willing to act as the Company Secretary for such term, at such remuneration and upon such conditions as they may think fit.
- 28.2 Any person appointed as the Company Secretary may be removed or replaced at any time by a decision of the Directors.

## **HONORARY POSITIONS**

### **29. President**

- 29.1 The Company shall have a President who shall be appointed by the Directors to serve as such for a term of three years and may be re-appointed for such additional three terms as the Directors decide. The President must be a Full Member.
- 29.2 Subject to these Articles, the Directors may from time to time prescribe the rights and obligations of the President.
- 29.3 The President may attend and speak (but not vote) at meetings of the Directors and for the

avoidance of doubt, a serving President shall not be eligible to stand for election or appointment as a Director.

- 29.4 The Directors may remove a President from office at any time where they consider such removal necessary or appropriate to promote or protect the interests of the Company and/or the Members.

### **30. Vice-Presidents**

- 30.1 The Company may have one or more Vice-Presidents who shall be appointed by the Directors to serve as such for a term of three years and may be re-appointed for such additional three terms as the Directors decide. A Vice-President must be a Full Member or an Associate Member.
- 30.2 Subject to these Articles, the Directors may from time to time prescribe (a) the rights and obligations of the Vice-Presidents generally; and (b) any specific rights, obligations, powers or duties of a particular Vice-President role.
- 30.3 Vice-Presidents shall be eligible to stand for election or appointment as a Director, subject to the other requirements of these Articles. A Vice-President, who is not a Director, may, at the invitation of the Directors, attend and speak (but not vote) at Directors' meeting.
- 30.4 The Directors may remove a Vice-President from office at any time where they consider such removal necessary or appropriate to promote or protect the interests of the Company and/or the Members.

## **MEMBERS**

### ***Becoming and ceasing to be a Member***

### **31. Membership**

- 31.1 The Company shall have the following classes of Membership:
- (a) Full Members;
  - (b) Probationary Members (the maximum number of which may be set by the Directors from time to time);
  - (c) Honorary Life Members;
  - (d) Associate Members; and
  - (e) Corporate Members

and the Directors may, subject to the provisions of these Articles, specify and amend from time to time the rights and obligations of each class of Membership.

- 31.2 Membership shall be open to any individual or organisation who meets the applicable Membership criteria for that class of Membership, such criteria, in each case, being as approved by the Directors from time to time. For the avoidance of doubt the Directors shall ensure that the Company complies in full at all times with all applicable requirements of the Equality Act 2010 to avoid discrimination in the admission of individuals as Members.

- 31.3 The Company shall admit to Membership any individual or organisation which:
- (a) applies to the Company using the application process approved by the Directors;
  - (b) meets the applicable Membership criteria; and
  - (c) is approved by the Directors

provided that the Directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.

31.4 A Probationary Member who becomes eligible for Full Membership may apply to the Company in writing to change their class of Membership and any such application shall be dealt with in accordance with Article 31.3.

31.5 Each person which the Directors approve for admission to Membership must:

- (a) pay to the Company on or prior to their admission (and on each subsequent anniversary of their admission) the annual subscription fee (if any) applicable to their class of Membership, as decided by the Directors from time to time; and
- (b) in the case of an organisation, nominate one or more Authorised Representatives.

31.6 The details of each Member shall be entered into the register of members by the secretary (if any) or the Directors.

31.7 The register of Members shall include the name of the Authorised Representative(s) for the time being of each Member which is an organisation. Each such Member must promptly notify the Company in writing of any change in its Authorised Representative(s) following which the register of Members shall be updated accordingly. The Company shall not be required to recognise the authority of any individual to act on behalf of such a Member unless that individual's appointment as an Authorised Representative has been notified the Company in writing.

31.8 Membership shall be personal and may not be transferred to any other organisation or person.

## **32. Termination of Membership**

32.1 A Member may withdraw from Membership by giving not less than seven days' notice to the Company in writing.

32.2 The Directors may with immediate effect terminate the Membership of any Member without its consent by giving the Member written notice if:

- (a) the Member's subscription fees are in arrears by a month or more;
- (b) the Member, being an individual, has a bankruptcy order made against them or a composition is made with that Member's creditors generally in satisfaction of their debts;
- (c) the Member, being an organisation, goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of an incorporated or unincorporated entity; and/or

- (d) in the reasonable opinion of the Directors, the Member:
  - (i) is guilty of conduct which has or is likely to have a material adverse effect on the Company or bring the Company or any or all of the Members and the Directors into disrepute;
  - (ii) has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
  - (iii) has failed to observe the terms of these Articles, the Rules (if any) and/or any code of conduct or other policies and procedures applicable to Members.

32.3 Where Membership has been terminated under Article 32.2(d), the Member concerned must be given the opportunity to make written representations to the Directors as to why their Membership should not have been terminated and should be reinstated. The Directors must consider any such representations made by the Member and inform the Member of their decision following such consideration within 30 Business Days of receipt of the written representations provided that there shall be no right to appeal from a decision of the Directors to terminate and not reinstate the Membership of a Member.

32.4 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Company any subscription or other sum it owes.

### ***Organisation of general meetings***

#### **33. Annual general meetings**

33.1 The Company shall hold an annual general meeting each year, with not more than 15 months elapsing between successive annual general meetings.

33.2 Each notice calling an annual general meeting shall specify the meeting as such and each annual general meeting shall take place at such time and place as the Directors shall think fit.

33.3 The business at an annual general meeting shall include:

- (a) the consideration of the accounts, balance sheets, reports of the Directors and auditors;
- (b) the appointment or re-appointment of Directors (if applicable) in accordance with Article 24;
- (c) the appointment of the auditors (unless an exemption from audit applies); and
- (d) any other matters which the Directors wish to bring before the Members.

#### **34. Attendance and speaking at general meetings**

34.1 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.

- 34.2 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.
- 34.3 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.
- 34.4 Members which are organisations shall attend general meetings through the attendance of one of their Authorised Representatives.
- 34.5 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending the meeting are in the same place as each other.

### **35. Quorum for general meetings**

- 35.1 No business is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 35.2 The quorum for a general meeting shall be not less than 10% of the Membership as at the date of the general meeting.
- 35.3 If within twenty minutes from the time appointed for the holding of a general meeting, a quorum is not present, the meeting shall stand adjourned to a date, time and place as the Directors shall determine (but being no more than fourteen days later). If, at such adjourned meeting, a quorum is not present within twenty minutes from the time appointed for holding the meeting (or if, during the meeting, a quorum ceases to be present) the Members present who are entitled to attend and vote thereat shall be a quorum.

### **36. Chairing general meetings**

The Chair, or if absent, the Vice-Chair shall chair general meetings provided that if neither the Chair or the Vice-Chair is present within ten minutes of the time at which a meeting was due to start, or if neither is willing or able to chair:

- (a) the Directors present; or
- (b) if no Directors are present, the meeting

must appoint a Director or Member to chair the meeting as the first business of the meeting.

### **37. Attendance and speaking by non-Members**

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

### **38. Adjournment**

- 38.1 Subject to Article 35.3, if a quorum ceases to be present during a meeting, the person chairing the meeting must pause the meeting until a quorum has been re-established. If a

quorum cannot be re-established within twenty minutes of the time at which the meeting was paused, the person chairing the meeting shall adjourn it.

38.2 The person chairing 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

and the person chairing the meeting must adjourn it if directed to do so by a majority vote of those Members present at the meeting (in person or by proxy).

38.3 When adjourning a general meeting, the person chairing 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.

38.4 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 seven 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.

38.5 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***

### **39. Votes of Members**

39.1 Subject to the Act, at any general meeting every Full Member, Associate Member and Honorary Life Member who is present in person or by proxy shall, whether on a show of hands or a poll, have one vote. For the avoidance of doubt, Probationary Members and Corporate Members may attend general meetings but shall not be entitled to vote.

39.2 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.

### **40. Errors and disputes**

40.1 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.

40.2 Any such objection must be referred to the person chairing the meeting whose decision is

final.

#### **41. Poll votes**

41.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

41.2 A poll may be demanded by:

- (a) the person chairing the meeting;
- (b) the Directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

41.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the person chairing the meeting consents to the withdrawal

and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

41.4 Polls must be taken in such manner as the person chairing the meeting directs.

#### **42. Proxies**

42.1 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 the Articles not less than 48 hours before the time appointed for holding the meeting (or adjourned meeting) at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting.

42.2 The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.

42.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy

is to abstain from voting) on one or more resolutions.

42.4 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.

#### **43. Delivery of proxy notices**

43.1 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.

43.2 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.

43.3 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.

#### ***Decisions outside meetings***

#### **44. Written resolutions**

44.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

- (a) a copy of the proposed resolution has been sent to every eligible Member;
- (b) a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified its agreement to the resolution; and
- (c) it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.

44.2 A resolution in writing may comprise several copies to which one or more Members have signified their agreement.

#### **ADMINISTRATIVE ARRANGEMENTS**

#### **45. Means of communication to be used**

45.1 Subject to these Articles:

- (a) anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information to be sent or supplied by or to the Company; and
- (b) any notice or document to be sent or supplied to a Director, in connection with the taking of decisions by the 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.

45.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

and for the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day.

45.3 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

#### **46. No right to inspect accounts and other records**

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

#### **47. Provision for employees on cessation of business**

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

#### **48. Disputes**

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

**49. Rules**

The Directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

**50. Indemnity and insurance**

50.1 The Company shall indemnify a relevant Director against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Act.

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

50.3 In this Article a **relevant Director** means any Director or former Director of the Company.