THE COMPANIES ACT 2006

The Association for Project Safety Limited

(Company Number SC155374)

ARTICLES OF ASSOCIATION

Adopted by Resolution passed on 10 June 2025 and taking effect from 10 June 2025.

Content

Articles

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
The Association for Project Safety Limited (the "Association")

Adopted by special resolution passed on 2025

Interpretation, objects and limitation of liability

1 Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Adoption Date: means 1 February 2023;

AGM: means the annual general meeting of the Association;

Appointed Director: means a Director appointed in accordance with Article 23;

Appointment Date: means 0.01am on 1 February in each year;

Articles: means the Association's articles of association for the time being in force;

bankruptcy: includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Board: the board of Directors from time to time;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

chairperson: means the chairperson of any meeting of the Members;

Chair: means the chairperson of the Board from time to time, appointed in accordance with Article 18.1;

Chief Executive: means the Chief Executive of the Association, appointed in accordance with Article 24.7;

Code of Conduct: means the Code of Conduct of the Association, as such Code is amended, altered, replaced or substituted from time to time pursuant to Article 40;

Conflict: 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 Association;

Director: means a director of the Association and includes any person occupying the position of director, by whatever name called;

Directory of Members: means a directory, maintained by the Directors and containing such details of the Members as shall be prescribed by the Rules from time to time;

Disciplinary Committee: means the committee of the Directors constituted in accordance with Article 10 and the Rules with such remit as the Directors shall prescribe from time to time;

document: includes, unless otherwise specified, any document sent or supplied in Electronic Form;

Election Period: means:

a) in respect of the first Election Period following the Adoption Date, the period commencing on the first AGM following the Adoption Date and ending on the Retirement Date immediately following;

b) in respect of each subsequent Election Period, the period commencing on the AGM immediately following the end of the previous Election Period and ending on the Retirement Date immediately following;

Electronic Form: has the meaning given in section 1168 of the Act;

Eligible Director: means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 19, any Director whose vote is not to be counted in respect of the particular matter);

Eligible Voting Member: means a Member who would be entitled to vote on a matter at a meeting of the Association;

Honorary Fellows: an honorary appointment to the Association established in accordance with the Rules provided always that an Honorary Fellow, by reason of such appointment alone, shall not be a Member (without prejudice to any Membership held by an Honorary Fellow prior to or separate to his or her appointment as an Honorary Fellow);

Interested Director: has the meaning given in Article 19.1;

Member: means a person whose name in entered in the Register of Members of the Association and **Membership** shall be construed accordingly;

Member Class: has the meaning given in Article 30.5 and **Membership Class** shall be construed accordingly;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles;

NMRG: means the National Members' Representative Group constituted in accordance with the Rules as the representative body of the Members;

NMRG Member: means each Member who is a member of the NMRG from time to time;

Nominations Committee: means the committee of the Directors constituted in accordance with Article 10 and the Rules with such remit as the Directors shall prescribe from time to time including, without limitation, to guide the Board in the appointment of Directors and senior executive engagements in the Association;

Ordinary Resolution: has the meaning given in section 282 of the Act;

Professional Services: means:

a) the services of a design and/or construction and/or health and safety risk management professional; and

b) any other services from time to time determined by the Directors to be "Professional Services" for the purposes of the Articles and Rules;

Participate: in relation to a Director's meeting, has the meaning given in Article 14 and **Participating** shall be construed accordingly;

President: means the president of the Association appointed in accordance with Article 24;

President Elect: means the president elect of the Association appointed in accordance with Article 24;

Proxy Notice: has the meaning given in Article 36.1;

Register of Members: means a register of the Members maintained in accordance with the Act;

Retirement Date: means midnight on 31 January in each year;

Rules: means the rules of the Association as adopted pursuant to Article 39 and amended from time to time;

Secretary: means the secretary of the Association and any other person appointed to perform the duties of the secretary of the Association, including a joint, assistant or deputy secretary;

Special Majority: means a majority of at least 75% of the Directors then in office and eligible to vote on the resolution in question;

Special Resolution: has the meaning given in section 283 of the Act;

Subscription Fees: has the meaning given in Article 30.11;

Subsidiary: has the meaning given in section 1159 of the Act;

Writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

1.2 Neither the Model Articles nor any other articles of association (whether prescribed pursuant to the Act or set out in any other statute, statutory instrument or other subordinate legislation concerning companies) shall apply to the Association.

1.3 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.

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

1.5 A reference in these Articles to an **Article** is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.6 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.

1.7 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.

Objects and Powers

2 Objects

2.1 The objects for which the Association is established are:

2.1.1 to provide a forum and set standards of excellence for, and to promote, encourage and advance the continuing development of, persons providing such services as are from time to time determined by the Directors (or by a committee of such Directors) to be "Professional Services" for the purposes of the Articles and thereby in the United Kingdom or elsewhere to promote risk management, improve and advance health and safety in, and education issues relating to, the built environment; and

2.1.2 to promote and organise cooperation in the achievement of the above purposes and to that end to bring together representatives of relevant authorities, organisations and individuals and to cooperate with any other body, organisation, association or trust.

3 Powers

3.1 In furtherance of its principal objects, the Association shall have the following ancillary objects and powers:

3.1.1 to obtain, collect and receive money and funds by way of contributions, donations, affiliation fees, subscriptions, legacies, grants, loans and any other lawful methods, and to take, accept and receive legacies, gifts and bequests of property of any description (whether subject to any special trust or not); and to issue and make appeals and to take such other steps as may be required for the purpose of procuring contributions to the funds of the Association by way of subscriptions, grants, donations, legacies, bequests and gifts of any property, whether subject to any special trust or not;

3.1.2 to appoint agents or brokers on commission or representatives of the Association to act in any of the businesses of the Association through or by means of regions, agencies, brokers, subcontractors or others;

3.1.3 to apply for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trademarks, designs, protections and concessions which may appear likely to be advantageous or useful to the Association, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Association may acquire or propose to acquire;

3.1.4 to purchase, feu, rent, lease, exchange or otherwise acquire any heritable or personal property in the United Kingdom or abroad, either for the Association exclusively or jointly with any companies, associations, partnerships or persons, which may be deemed necessary or expedient for the purposes of the Association; to erect offices, mills, factories, warehouses, works, dwelling houses, and other buildings; to maintain, alter, enlarge and improve the same; and to acquire any rights, servitudes, easements and privileges in relation to any lands, water or buildings;

3.1.5 to acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or association carrying on or proposing to carry on any of the businesses which the Association is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or association, or to acquire and invest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for cooperation, or for mutual assistance with any such person, firm or association, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received;

3.1.6 to improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Association;

3.1.7 to invest and deal with the moneys of the Association not immediately required in such shares or upon such securities and in such manner as may from time to time be determined;

3.1.8 to lend and advance money or give credit to such persons, firms or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the Association, and to give guarantees or security for any such persons, firms or companies;

3.1.9 to secure or guarantee the payment of any sums of money or the performance of any obligation by any association, firm or person in any way;

3.1.10 to borrow or raise money in such manner as the Association shall think fit and to secure the repayment of any money borrowed, raised or owing, by mortgage, charge, standard security or lien upon the whole or any part of the

Association's property or assets (whether present or future), and also by a similar mortgage, charge, standard security or lien to secure and guarantee the performance by the Association of any obligation or liability it may undertake;

3.1.11 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;

3.1.12 to apply for, promote and obtain any Act of Parliament, Provisional Order or Licence of government (UK, EU or international) or other authority for enabling the Association to carry any of its objects into effect, or for effecting any modification of the Association's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Association's interests;

3.1.13 to enter into any arrangements with any government (UK, EU or international), authority (supreme, municipal, local or otherwise), corporation, Association, association or person that may seem conducive to the attainment of the Association's objects or any of them, and to obtain from any such government, authority, corporation, Association, association or person any charters, contracts, decrees, rights, privileges, and concessions which the Association may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions;

to subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities of any other association having objects altogether or in part similar to those of the Association or carrying on any business capable of being carried on so as directly or indirectly to benefit the Association;

3.1.14 to act as agents or brokers and as trustees for any person, firm or association, and to undertake and perform sub-contracts;

3.1.15 to remunerate any person, firm or association rendering services to the Association, either by cash payment or otherwise as may be thought expedient;

3.1.16 to purchase and maintain insurance for, or for the benefit of, any persons who are or were at any time Directors, officers or employees of the Association or who are or were at any time trustees of any pension fund in which any employees of the Association are or have been interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or in the exercise of their powers or otherwise in relation to their duties, powers or offices in relation to the Association or pension fund and to such extent as may be permitted by law or otherwise to indemnify or to exempt any such person against or from any such liability;

3.1.17 to support and subscribe to any charitable or public object and any institution, society, or club which the Board consider, at their discretion, may be for the benefit of the Association or its employees, or may be connected with the Association or any of its employees; to give pensions, gratuities or charitable aid to any persons who may have been Directors of or may have served the Association, or to the wives, children or other relatives or dependants of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds and to pension funds and schemes for the benefit of any such persons or of their wives, children or other relatives or dependants;

3.1.18 to promote any other association for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Association, or of undertaking any business or operations which may appear likely to assist or benefit the Association or to enhance the value of any property or business of the Association and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such association as aforesaid;

3.1.19 to sell or otherwise dispose of the whole or any part of the business or property of the Association, either together or in portions, for such consideration as the Association may think fit, and in particular for shares, debentures or securities of any association purchasing the same;

3.1.20 to procure the Association to be registered or recognised in any part of the world;

3.1.21 to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each paragraph of this Article shall be construed independently of the other paragraphs of this Article, and that none of the objects mentioned in any paragraph shall be deemed to be merely subsidiary to the objects mentioned in any other paragraph.

4 Income

4.1 The income and property of the Association from wherever derived shall be applied solely in promoting the Association's 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 Association of:

4.2.1 reasonable and proper remuneration to any Member, officer or servant of the Association for any services rendered to the Association;

4.2.2 any interest on money lent by any Member or any Director at a reasonable and proper rate;

4.2.3 reasonable and proper rent for premises demised or let by any Member or Director; or

4.2.4 reasonable out-of-pocket expenses properly incurred by any Director or any fees payable to any Director in accordance with Article 26.

5 Winding up

If upon the winding up or dissolution of the Association there remains, after the satisfaction of all the debts and liabilities of the Association, any property whatsoever, the same shall not be paid to or distributed among the Members of the Association but shall be given or transferred to one or more professional organisations or professional bodies (or organisations or bodies which govern or supervise any profession), such professional bodies or organisations to be determined by the Directors.

6 Guarantee

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

6.1 payment of the Association's debts and liabilities contracted before he ceases to be a Member;

6.2 payment of the costs, charges and expenses of the winding up, and

6.3 adjustment of the rights of the contributories among themselves.

Directors' Powers and Responsibilities

7 Directors' general authority

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

8 Members' reserve power

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

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

9 Directors may delegate

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

9.1.1 to such person or committee;

9.1.2 by such means (including by power of attorney);

9.1.3 to such an extent;

9.1.4 in relation to such matters or territories; and

9.1.5 on such terms and conditions;

as they think fit.

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

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

10 Committees and delegation

10.1 The Directors may delegate any of the Directors' powers to a committee or committees consisting of such persons (whether or not being Directors) as the Directors shall determine and may delegate the implementation of their decisions or day-to-day management of the affairs of the Association to any person or such committee.

10.2 The Directors may also establish a committee or committees consisting of such persons (whether or not being Directors) as the Directors shall determine for the purposes of providing advice and assistance to the Directors and to the Chief Executive.

10.3 When establishing any committee in accordance with the Articles, the Directors shall, subject to the Articles, prescribe rules and regulations for the appointment, retirement by rotation and removal of the members of the committee and rules and regulations determining the remit, functions and authority of the committee and shall prescribe such rules and regulations (if any) as the Directors consider appropriate for the management and organisation of the committee, and requirements and means of reporting to the Directors.

10.4 The Directors shall be entitled from time to time to amend, vary, alter, revoke or renew any rule or regulation prescribed by the Directors in accordance with Article 10.3 above.

10.5 A committee established by the Directors shall (subject to any rules and regulations prescribed by the Directors) meet and adjourn as it thinks proper.

Decision Making by Directors

11 Directors to take decisions collectively

11.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision or Special Majority decision at a meeting or a decision taken in accordance with Article 12.

11.2 If:

11.2.1 the Association only has one Director for the time being, and

11.2.2 no provision of the Articles requires it to have more than one Director,

the general rule does not apply, and the Director may (for so long as he remains the sole Director) take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

12 Unanimous decisions

12.1 A decision of the Directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

12.2 Such a decision may take the form of a resolution in Writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in Writing.

12.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.

13 Calling a Directors' meeting

13.1 The Directors shall meet together for the despatch of business not less than four times in each calendar year.

13.2 The Chair or any three or more Directors may call a Directors' meeting by giving not less than 7 Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the secretary (if any) to give such notice.

13.3 Notice of a Directors' meeting shall be given to each Director in Writing.

13.4 Notice of any Directors' meeting must indicate—

13.4.1 its proposed date and time;

13.4.2 where it is to take place (or, in the case of a meeting held by remote means by which means it is to take place); and

13.4.3 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.

13.5 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 Association not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

14 Participation in Directors' meetings

14.1 Directors Participate in a Directors' meeting, or part of a Directors' meeting, when:

14.1.1 the meeting has been called and takes place in accordance with Article 13, and

14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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

14.3 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 Quorum for Directors' meetings

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

15.2 Subject to Article 15.3, the quorum for the transaction of business at a meeting of Directors is six Eligible Directors, unless otherwise determined by the Association in general meeting.

15.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 19 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

15.4 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:

15.4.1 to appoint further Appointed Directors in accordance with Article 23 or a Chief Executive in accordance with Article 24.7; or

15.4.2 to call a general meeting so as to enable the Members to appoint a President or President Elect in accordance with Article 24;

in each case to fill the necessary vacancy or vacancies arising on the Board.

16 Voting at Directors' meetings

16.1 Subject to Article 16.2, at each Directors' meeting each Director Participating shall have one vote on each proposed resolution.

16.2 A Director shall not be entitled to attend or vote for so long as any Subscription Fees payable by that Director have (in whole or in part) been outstanding for more than 30 days from the date due for payment.

17 Casting vote

17.1 If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chair or other Director chairing the meeting has a casting vote.

17.2 Article 17.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chair or other Director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

18 Chair

18.1 The post of Chair shall be held by the Chair.

18.2 If the Chair is not Participating in a Directors' meeting within 5 minutes of the time at which it was to start, or is unwilling or unable to act:

18.2.1 the Participating Directors shall appoint an Appointed Director from amongst themselves to chair the meeting; or

18.2.2 if the Participating Directors do not include any Appointed Directors or there is no Appointed Director willing or able to act, the Participating Directors must appoint any Participating Director to chair it.

19 Directors' conflicts of interest

19.1 The Directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.

19.2 Any authorisation under this Article 19 shall be effective only if:

19.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;

19.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

19.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

19.3 Any authorisation of a Conflict under this Article 19 may (whether at the time of giving the authorisation or subsequently):

19.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

19.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;

19.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;

19.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;

19.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Association) information that is confidential to a third party, he shall not be obliged to disclose that information to the Association, or to use it in relation to the Association's affairs where to do so would amount to a breach of that confidence; and

19.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.

19.4 Where the Directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.

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

19.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Association for any remuneration, profit or other benefit which he derives 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 Association 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.

19.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Association:

19.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Association or in which the Association is otherwise (directly or indirectly) interested;

19.7.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

19.7.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or Participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;

19.7.4 may act by himself or his firm in a professional capacity for the Association (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;

19.7.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Association is otherwise (directly or indirectly) interested; and

19.7.6 shall not, save as he may otherwise agree, be accountable to the Association for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

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

19.9 Subject to Article 19.10, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to Participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.

19.10 If any question as to the right to Participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

20 Records of decisions to be kept

20.1 The Directors must ensure that the Association keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every unanimous, majority or Special Majority decision taken by the Board.

20.2 Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.

21 Directors' discretion to make further rules

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

Appointment of Directors

22 Number and composition of Directors

22.1 Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate Directors) shall be no more than 11 and not be less than six.

22.2 The Board shall comprise:

22.2.1 a Chair;

22.2.2 a maximum of seven Appointed Directors;

22.2.3 the President;

22.2.4 the President Elect;

22.2.5 the Past President (if any), with it being acknowledged that there may be times when there is no Past President in office and therefore, in those circumstances, the office of Past President will not form part of the Board;

in each case appointed in accordance with these Articles.

23 Appointed Directors and Chair

23.1 Subject to Article 22.2.1, the Board shall:

23.1.1 appoint any person who is willing to act to be an Appointed Director or the Chair; or

23.1.2 remove any Appointed Director or the Chair from office as Director and appoint another in his or her place from time to time.

23.2 The Board shall:

23.2.1 appoint at least two Appointed Directors from amongst the Members, unless no suitable candidates or only one suitable candidate can be found from amongst the Members;

23.2.2 be guided by the Nominations Committee in relation to the selection of appropriate individuals for appointment as Appointed Directors and the Chair.

23.3 The Nominations Committee shall, prior to recommending any person as an Appointed Director:

23.3.1 seek applications from the Membership for appointment as an Appointed Director;

23.3.2 if no suitable candidate can be found from amongst the Members, seek applications from alternative suitable candidates;

in each case in accordance with the Rules and the terms of reference of the Nominations Committee from time to time.

23.4 The Nominations Committee shall, prior to recommending any person as the Chair, seek applications from suitable candidates in each case in accordance with the Rules and the terms of reference of the Nominations Committee from time to time.

23.5 Each of the Appointed Directors shall (subject to Article 23.9 and Article 25) hold office until the second Retirement Date which follows the date on which he/she was appointed or (as the case may be) was last re-appointed.

23.6 An Appointed Director retiring by rotation pursuant to Article 23.5 shall then be eligible for re-appointment under Article 23.1 and if re-appointed shall hold office until the second Retirement Date which follows (or such earlier date as shall be agreed between the Appointed Director and the Board), but will then be eligible for further re-appointment under Article 23.1.

23.7 The Chair shall (subject to Article 23.9 and Article 25) hold office until the conclusion of the third Retirement Date which follows (or such earlier date as shall be agreed between the Chair and the Board), the date on which he/she was appointed or (as the case may be) was last re-appointed.

23.8 An Chair retiring by rotation pursuant to Article 23.7 shall then be eligible for re-appointment under Article 23.1 and if re-appointed shall hold office until the conclusion of the third Retirement Date which follows, but will then be eligible for further re-appointment under Article 23.1.

23.9 For the avoidance of doubt:

23.9.1 unless otherwise prescribed by the Rules, there shall be no limit on the number of occasions on which a given Appointed Director or the Chair can be re-appointed by the Board under Article 23.6 and 23.8 respectively;

23.9.2 the Board shall be guided by the Nominations Committee in relation to the question of whether an Appointed Director or the Chair vacating office under Articles 23.5 or 23.7 should be re-appointed.

24 President, President Elect and Past President

24.1 The Members shall, during each Election Period, elect from nominees selected by the Nominations Committee in accordance with the Rules, a Member who is willing to act to be appointed as the President Elect who shall take office and serve with effect from the Appointment Date immediately following expiry of such Election Period.

24.2 The Nominations Committee shall, in advance of the commencement of the relevant Election Period and in accordance with the Rules and terms of reference of the Nominations Committee from time to time, seek applications from the Membership for nominees as President Elect.

24.3 Subject to Article 24.1 and Article 25, the President Elect shall hold office until the second Retirement Date following his or her appointment whereupon he or she shall automatically retire as President Elect and be appointed as the President.

24.4 Subject to Article 25, the President shall hold office until the second Retirement Date following his or her appointment whereupon he or she shall automatically retire as President and be appointed as the Past President. The Past President shall then hold office until the second Retirement Date following his or her appointment as Past President whereupon he or she shall automatically retire as Past President and shall not be eligible for re-election.

24.5 On the President ceasing to hold office for any reason other than retirement in accordance with Article 24.4 (the **Outgoing President**), the President Elect shall automatically become the President upon the Outgoing President ceasing to hold office and shall either:

24.5.1 hold office as President until he shall retire as President by rotation pursuant to Article 24.4; or

24.5.2 opt, by notice in writing given to the Association within 20 Business Days of becoming President, to serve the remaining unexpired period of the Outgoing President’s term of office before then continuing holding office as President until the second Retirement Date following the Term Expiry Date, when he too shall retire by rotation pursuant to Article 24.4.

And for the purposes of this Article 24.5, the words “Term Expiry Date” shall mean the date that the Outgoing President had been due to retire had he retired in accordance with Article 24.4.

24.5.3 if there is no President Elect in office:

(a) the Board may, in accordance with the Rules, convene a special election by the Members to elect a replacement President Elect and President; or

(b) if the Board elect not to convene a special election by the Members, the posts shall remain vacant until the next succeeding Election Period during which the Members shall elect from nominees selected by the Nominations Committee in accordance from the Rules, a Member to be appointed as the President Elect and a Member to be appointed as President, each with effect from the next succeeding Appointment Date.

24.6 On the President Elect ceasing to hold office for any reason other than retirement in accordance with Article 24.3:

24.6.1 the Board may, in accordance with the Rules, convene a special election by the Members to elect a replacement President Elect who shall hold office until expiry of the term of the former President Elect whom such candidate replaces whereupon he shall automatically retire as President Elect and be appointed as President; or

24.6.2 if the Board elect not to convene a special election by the Members, the post shall remain vacant until the next succeeding Election Period during which the Members shall elect from nominees selected by the Nominations Committee in accordance from the Rules, a Member to be appointed as the President Elect.

24.7 On the President ceasing to hold office for any reason other than retirement in accordance with Article 24.4, he or she may be appointed as Past President at the discretion of the Board. If that President declines to become Past President or is not appointed as Past President at the discretion of the Board, then the office of Past President shall remain vacant until the retirement of the subsequent President in accordance with Article 24.4.

25 Termination of Directorship

A Director shall cease to hold office as a Director if:

25.1 he ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;

25.2 a bankruptcy order is made against him;

25.3 a composition is made with his creditors generally in satisfaction of his debts;

25.4 a registered medical practitioner who is treating him gives an opinion in Writing to the Association stating that he has become physically or mentally incapable of acting as a Director and may remain so for more than three months and the other Directors resolve that his office be vacated;

25.5 by reason of his mental health, a court makes an order which wholly or partly prevents him from personally exercising any powers or rights which he would otherwise have and the other Directors resolve that his office be vacated;

25.6 notification is received by the Association from him that he is resigning from office and that resignation has taken effect in accordance with its terms;

25.7 the Disciplinary Committee find that such Director is to be removed as a Director and/or Member and such decision is either (i) not appealed by the relevant Director in accordance with the Rules or (ii) following such appeal, the decision of the Disciplinary Committee is upheld; or

25.8 in the case of an Appointed Director or the Chair, all other Directors resolve to remove him/her; or

25.9 if, being a Member, he or she ceases for any reason to be a Member (including by reason of the termination in terms of the Articles of his or her membership of the Association).

26 Remuneration

26.1 Directors may undertake any services for the Association that the Directors decide.

26.2 Subject always to the Rules, Directors are entitled to such remuneration as the Directors determine for their services to the Association as Directors, and for any other service which they undertake for the Association.

26.3 Subject to the Articles, a Director's remuneration may:

26.3.1 take any form, and

26.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

26.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

26.5 Unless the Directors decide otherwise, Directors are not accountable to the Association for any remuneration which they receive as Directors or other officers or employees of the Association's subsidiaries or of any other body corporate in which the Association is interested.

27 Directors' expenses

The Association may pay any reasonable expenses which the Directors and the secretary properly incur in connection with:

27.1 meetings of Directors or committees of Directors, or

27.2 general meetings,

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

28 Secretary

28.1 The Directors shall appoint as Secretary:

28.1.1 the Head of Operations of the Association from time to time; or

28.1.2 such other person as the Board shall determine (taking account any recommendation by the Chief Executive);

for such term, at such remuneration and upon such conditions as they may think fit and the Directors may remove any person as the Secretary and appoint another in his or her place by written notice at any time.

29 Chief Executive

29.1 Subject to Article 29.2. the Directors shall appoint a Chief Executive, and may remove the Chief Executive from time to time and appoint another in his or her place.

29.2 The Board shall be guided by the Nominations Committee in relation to the suitability of any candidate proposed to be appointed as Chief Executive.

29.3 The Chief Executive shall not be a Director.

29.4 The Chief Executive shall be an employee of the Association and shall hold office on such terms and conditions and for such remuneration as may be fixed or approved by the Directors.

29.5 The Directors may delegate to the Chief Executive such powers and duties, including the appointment, remuneration, management, supervision and dismissal of employees of the Association, as the Directors think fit.

Members: Becoming and Ceasing to be a Member

30 Membership

30.1 The Association shall admit to Membership an individual who:

30.1.1 applies to the Association using the application process approved by the Directors in accordance with the Rules; and

30.1.2 is approved by the Directors.

30.2 Applications for Membership, including admission to a particular Member Class, shall be made in such form and subject to such application fees and additional requirements as shall be set out in the Rules from time to time.

30.3 Any person who has ceased to be a Member pursuant to Article 32 below may apply to be re-admitted to Membership (or to any Member Class) of the Association in accordance with and subject to the requirements and procedure set out in the Rules.

30.4 There is no limit on the number of Members of the Association.

30.5 Membership shall compromise such separate classes of Membership as shall be set out in the Rules from time to time (each a **Member Class**).

30.6 The rights and obligations of each Member Class shall be as set out in these Articles and the Rules from time to time.

30.7 The Directors may establish additional Members Classes from time to time, and set out the different rights and obligations for each class in the Rules.

30.8 Any Member may transfer from one Member Class to another Member Class in accordance with the Rules from time to time.

30.9 The Directors shall maintain:

30.9.1 a Register of Members in accordance with the provisions of the Act from time to time and shall ensure that the appropriate entries in the Register of Members are made immediately after any change in the Membership of the Association occurs;

30.9.2 a Directory of Members containing such additional information as shall be prescribed by the Rules from time to time.

30.10 Upon the name of an applicant for Membership (or for any Membership Class) being entered in the Register of Members a Certificate of Membership in such form as the Directors shall from time to time approve, shall to be sent to that Member.

30.11 Each Member Class shall pay such annual subscription fees as shall be prescribed by the Rules from time to time (**Subscription Fees**).

30.12 With effect from 1 February 2024, the Board shall set the Subscription Fees to apply from 1 February in each year, which shall be payable by the Member in full by the 1st of March immediately following.

30.13 If a Member has not paid his Subscription Fees in full within 30 days of 1 March in each year following 1 February 2024, the Member's rights to receive notice of, or to attend, speak or vote at, any general meeting of the Association or to receive notice of, or to vote on, any resolution of the Association shall be suspended for so long as such Subscription Fees are outstanding.

31 **Transfer of Membership**

Membership shall not be transferable.

32 Termination of Membership

32.1 A Member may resign as a Member by giving written notice to the Secretary at the Registered Office, and the resignation shall take effect as at the date of the receipt of such notice or at such later date as may be specified in such notice. The Directors shall remove the name of a Member from the Register of Members and the Directory of Members upon the resignation taking effect.

32.2 The Directors may terminate the Membership of any Member without his consent by giving the Member written notice if:

32.2.1 in the reasonable opinion of the Directors, the Member:

(a) is guilty of conduct which has or is likely to have a serious adverse effect on the Association or bring the Association or any or all of the Members and Directors into disrepute; or

(b) has acted or has threatened to act in a manner which is contrary to the interests of the Association as a whole; or

(c) has failed to observe the terms of these Articles or the Rules; or

32.2.2 any overdue Subscription Fee, together with the new Subscription Fee then payable, is not paid in full by 1 March in the year following the original due date for payment;

32.2.3 any surcharge or sum payable to the Association by that Member (other than Subscription Fees) is outstanding for a period of 3 months or more from the due date for payment.

32.3 Membership of any Member shall terminate automatically on:

32.3.1 in the case of an individual, on death of that Member; or

32.3.2 in the case of any corporate body or unincorporated association, on the dissolution of that Member.

32.4 Following termination of Membership in accordance with Article 32.1, 32.2 or 32.3, the Member shall be removed from the Register of Members by the Secretary.

32.5 In the case of any Membership which is terminated in accordance with Article 32.2, Membership shall cease on the date on which the Member's name is removed from the Register of Members.

32.6 The notice to the Member pursuant to Article 32.2 must give the Member the opportunity to make representations in Writing or in person as to why his Membership should not be terminated. The Directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the Directors to terminate the Membership of a Member.

32.7 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any Subscription Fees and shall remain liable to pay to the Association any subscription or other sum owed by him.

Decision making by Members

33 Votes of Members

33.1 Subject to Article 33.3, all Members shall have the right to receive notice of and to attend and speak at each general meeting of the Association and to vote at any general meeting of the Association and on any written resolution of the Association, and to vote in any ballot held in accordance with the Rules.

33.2 Honorary Fellows shall be entitled to receive notice of and to attend and speak at each general meeting of the Association but shall not be entitled to vote at any general meeting of the Association or on any written resolution of the Association or in any postal ballot or election held in accordance with the Rules, provided that an Honorary Fellow who is an existing Member or subsequently becomes a Member shall be entitled to vote on any resolution at any general meeting of the Association or on any written resolution of the Association or in any postal ballot or election held in accordance with the Rules in his or her capacity as a Member.

33.3 Any Member whose Subscription Fees are more than 30 days' in arrears (in whole or part) shall, for so long as such Subscription Fees are outstanding in whole or in part not be entitled to receive notice of or attend or speak or vote at any meeting of the Association or to vote in any election held pursuant to the Rules.

34 Meetings and AGM

34.1 The Association shall in each calendar year hold a general meeting as the Association's AGM in addition to any other general meeting of the Association held in that calendar year. Not more than 15 months shall elapse between the date of one AGM of the Association and that of the next.

34.2 The AGM of the Association shall be held at such time, means and (if applicable) place, including partly or wholly by means of virtual or electronic facility or facilities, as may be determined by the Directors.

34.3 The business to be transacted at each AGM of the Association shall include consideration of reports on the Association's activities and financial position, and of the income and expenditure account and balance sheet of the Association, to be presented to the meeting.

34.4 The Board may, whenever it thinks fit, and shall on requisition:

34.4.1 in accordance with the Act;

34.4.2 by two per cent or more in aggregate of the Eligible Voting Members or not less than an aggregate of 200 Eligible Voting Members;

proceed to convene a general meeting.

34.5 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.

34.6 A person is able to exercise the right to vote at a general meeting when—

34.6.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

34.6.2 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.

34.7 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.

34.8 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

34.9 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

34.10 Subject always to Articles 34.5 to 34.9, the Directors may make whatever arrangements they consider fit to allow those entitled to do so to attend and participate in any general meeting.

34.11 No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

34.12 The Directors shall determine in relation to each general meeting the means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the meeting shall be enabled to do so:

34.12.1 subject to Articles 34.5 to 34.9, by means of electronic facility or facilities pursuant to Article 34.13 (and for the avoidance of doubt, the Directors shall be under no obligation to offer or provide such facility or facilities, whatever the circumstances); and/or

34.12.2 by simultaneous attendance and participation at a satellite meeting place or places pursuant to Article 34.14.

34.13 Without prejudice to Article 34.14, the Directors may resolve to enable persons entitled to attend and participate in a general meeting to do so partly or wholly by simultaneous attendance and participation by means of virtual or electronic facility or facilities, and may determine the means, or all different means, of attendance and participation used in relation to the general meeting. The Members present in person or by proxy by means of an electronic facility or facilities (as so determined by the Directors) shall be counted in the quorum for, and be entitled to participate in, the general meeting in question. That meeting shall be duly constituted and its proceedings valid if the chairperson is satisfied that adequate facilities are available throughout the meeting to ensure that Members attending the meeting by all means (including the means of an electronic facility or facilities) are able to:

34.13.1 participate in the business for which the meeting has been convened;

34.13.2 hear all persons who speak at the meeting; and

34.13.3 be heard by all other persons attending and participating in the meeting.

34.14 Without prejudice to Article 34.13, the Directors may resolve to enable persons entitled to attend and participate in a general meeting to do so by simultaneous attendance and participation at a satellite meeting place or places anywhere in the world. The Members present in person or by proxy at satellite meeting places shall be counted in the quorum for, and entitled to participate in, the general meeting in question, and the meeting shall be duly constituted and its proceedings valid if the chairperson is satisfied that adequate facilities are available throughout the meeting to ensure that Members attending at all the meeting places are able to:

34.14.1 participate in the business for which the meeting has been convened;

34.14.2 hear all persons who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the principal meeting place and any satellite meeting place; and

34.14.3 be heard by all other persons so present in the same way,

and the meeting shall be deemed to take place at the place where the chairperson presides (the principal meeting place, with any other location where that meeting takes place being referred in these Articles as a satellite meeting). The chairperson shall be present at, and the meeting shall be deemed to take place at, the principal meeting place and the powers of the chairperson shall apply equally to each satellite meeting place, including his or her power to adjourn the meeting as referred to in Article 35.6.

34.15 A general meeting shall be called by at least 14 clear days' notice. The notice of a general meeting shall specify the place (if the meeting is to be held in any part at a physical location) and, if the meeting is to be held partly or wholly by remote means, the means by which the meeting will be held, the day and the hour of the meeting and, in the case of special business, the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Association in general meeting, to:

34.15.1 the Members; and

34.15.2 the Honorary Fellows.

34.16 A general meeting shall, notwithstanding that it is called by shorter notice than that specified in Article 34.15 above, be deemed to have been duly called if it is so agreed in Writing by a majority in number of the Eligible Voting Members and together representing not less than 90 per cent of the total voting rights at that meeting of all the Eligible Voting Members who are entitled to receive notice of and to attend, speak and vote at that meeting.

34.17 The notice convening an AGM shall specify the meeting of the Association as such, and the notice convening a general meeting to pass a Special Resolution shall specify the intention to propose the resolution as a Special Resolution.

34.18 The accidental omission to give notice of any meeting of the Association to, or the non-receipt of the notice of a meeting of the Association by, any person shall not invalidate the proceedings at the meeting.

34.19 No resolution may be proposed at or voted on at any general meeting unless:

34.19.1 that resolution is included or referred to in the notice convening that general meeting; or

34.19.2 the chairperson agrees to that resolution being proposed at and voted on at that general meeting; or

34.19.3 a notice (which may consist of several documents in the like form) of the intention to move that resolution at a general meeting, signed by not less than six Eligible Voting Members, has not less than 60 days prior to the date of the general meeting been deposited (marked for the attention of the Secretary) at the Registered Office of the Association.

35 Proceedings at General Meetings

35.1 All business shall be deemed special that is transacted at a general meeting, and also, with the exception of the business referred to in Article 34.3 above, all that is transacted at an AGM.

35.2 No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, 20 Eligible Voting Members shall be a quorum.

35.3 If within half an hour from the time appointed for the general meeting of the Association a quorum is not present, the general meeting, if convened on the requisition of Members, shall be dissolved, and in any other case the general 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 Directors may determine. If at the adjourned general meeting a quorum is not present within half an hour from the time appointed for the adjourned general meeting, the general meeting shall be dissolved.

35.4 The Chair shall chair general meetings if present and willing to do so.

35.5 If the Directors have not appointed a Chair or if the Chair is unwilling to chair the relevant general meeting or is not present within 10 minutes of the time at which the relevant general meeting was due to start:

35.5.1 the Directors present must appoint an Appointed Director (or if there is no Appointed Director present, any other Director) to chair that meeting and that appointment must be the first business of that meeting; or

35.5.2 if no Directors are present, the meeting must appoint a Member to chair that meeting and that appointment must be the first business of that meeting.

35.6 The chairperson may, with the consent of a meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time (or indefinitely) and from place to place (or, in the case of a meeting held at a principal meeting place and one or more satellite meeting places, such other places) and/or from such electronic facility or facilities for attendance and participation to such other electronic facility or facilities as the meeting shall determine. However, without prejudice to any other power which the chairperson may have under these Articles (including the power to adjourn a meeting conferred by Article 35.7) or at common law, the chairperson may, without the need for the consent of the meeting and before or after it has started and irrespective of whether a quorum is present, interrupt or adjourn any meeting from time to time (or indefinitely) and from place to place (or places in the case of a meeting to which Article 34.14 applies) or from electronic facility to electronic facility, or for an indefinite period, if they are of the opinion that it has become necessary to do so in order:

35.6.1 to secure the proper and orderly conduct of the meeting; or

35.6.2 to give all persons entitled to do so a reasonable opportunity of attending, speaking and voting at the meeting; or

35.6.3 to ensure that the business of the meeting is properly disposed of.

35.7 If it appears to the chairperson that the facilities at the principal meeting place or any satellite meeting place or an electronic facility or facilities or security at any general meeting have become inadequate for the purposes referred to in Articles 34.11 or 34.13, or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of meeting, then the chairperson shall, without having to seek the consent of the meeting, interrupt or adjourn the general meeting.

35.8 All business conducted at a meeting up to the time of any adjournment shall, subject to Article 35.9, be valid.

35.9 The chairperson may specify that only the business conducted at the meeting up to a point in time which is earlier than the time of the adjournment is valid, if in his or her opinion, to do so would be more appropriate.

35.10 Any adjournment pursuant to Article 35.7 may, subject to the Act, be for such time and with such means of attendance and participation (including at such place or places and/or by means of such electronic facility or facilities) as the chairperson (or, in default, the Directors) may in his, her or its absolute discretion determine, notwithstanding that by reason of the adjournment some Members may be unable to attend and participate in the adjourned meeting. Whenever a meeting is adjourned for 14 days or more or indefinitely, at least seven clear days' notice, specifying the day, the time and the place or places of the adjourned meeting and the means of attendance and participation (including by means of electronic facility or facilities if applicable) as the chairperson (or, in default, the Directors) may in his or her absolute discretion determine, and the general nature of the business to be transacted, shall be given in the same manner as in the case of the original meeting. Save as aforesaid and subject to the Act, no Member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.

35.11 No business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

35.12 At any general meeting a resolution put to the vote of the general meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

35.12.1 the chairperson;

35.12.2 the Directors;

35.12.3 five or more Eligible Voting Members;

35.12.4 Eligible Voting Members representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

35.13 A poll on a resolution may be demanded—

35.13.1 in advance of the general meeting where it is to be put to the vote, or

35.13.2 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.

35.14 A demand for a poll may be withdrawn if—

35.14.1 the poll has not yet been taken, and

35.14.2 the chairman of the meeting consents to the withdrawal.

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

35.15 On a show of hands at any general meeting of the Association every Eligible Voting Member who is present in person or by proxy and entitled to vote shall have one vote and on a poll at any general meeting every Eligible Voting Member who is present in person or by proxy and entitled to vote (or, in the case of a poll taken otherwise than on the same day as the general meeting, who at the time appointed for taking the poll is entitled to vote) shall have one vote.

35.16 Unless a poll is duly demanded, a declaration by the chairperson that a resolution at that general meeting has on a show of hands been carried or lost or carried or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the Association, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

35.17 If a poll is duly demanded at a general meeting, the poll shall be taken in such manner and at such time as the chairperson directs (except that a poll demanded on the election of a chairperson or on a question of adjournment shall be taken forthwith), and the result of the poll shall be deemed to be the resolution of the general meeting of the Association at which the poll was demanded. Any business other than that upon which a poll has been demanded may proceed pending the taking of the poll.

35.18 In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson shall be entitled to a casting vote in addition to any vote which the chairperson may have as a Member.

35.19 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any objection made shall be referred to the chairperson whose decision shall be final and conclusive.

35.20 Any such objection must be referred to the chairperson whose decision is final.

35.21 Directors may attend and speak at general meetings, whether or not they are Members.

35.22 The Directors shall be at liberty to invite or allow any person or persons, not being a Member, to attend and speak, but not to vote, at any general meeting.

36 Proxies

36.1 Proxies may only validly be appointed by a notice in Writing (a **Proxy Notice**) which—

36.1.1 states the name and address of the Member appointing the proxy;

36.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

36.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

36.1.4 is delivered to the Association 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.

36.2 The Association may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

36.3 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.

36.4 Unless a Proxy Notice indicates otherwise, it must be treated as—

36.4.1 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

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

36.5 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 Association by or on behalf of that person.

36.6 An appointment under a Proxy Notice may be revoked by delivering to the Association a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

36.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

36.8 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

37 Corporate Representatives

37.1 A corporation (whether or not a company within the meaning of the Act) which is a Member may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative (or, as the case may be, representatives) at any meeting of the Association.

37.2 Any person so authorised shall be entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if it were an individual Member.

37.3 The corporation shall for the purposes of these Rules be deemed to be present in person and at any such meeting if a person so authorised is present at it, and all references to attendance and voting in person shall be construed accordingly.

37.4 A Director, the Secretary or some person authorised for the purpose by the Secretary may require the representative to produce a certified copy of the resolution so authorising the representative or such other evidence of their authority reasonably satisfactory to them before permitting the representative to exercise their powers.

37.5 A vote given or a poll demanded by a corporate representative shall be valid notwithstanding that the representative is no longer authorised to represent the member unless notice of the revocation of appointment was delivered in Writing to the Association at such place or address and by such time as is specified in Article 36 for the revocation of the appointment of a proxy.

38 Amendments to resolutions

38.1 An ordinary resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

38.1.1 notice of the proposed amendment is given to the Association in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairperson may determine), and

38.1.2 the proposed amendment does not, in the reasonable opinion of the chairperson, materially alter the scope of the resolution.

38.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:

38.2.1 the chairperson proposes the amendment at the general meeting at which the resolution is to be proposed, and

38.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

38.3 If the chairperson, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

Rules and Code of Conduct

39 Rules

39.1 The Directors may establish rules governing matters relating to the governance and administration of the Association that are required from time to time for the effective operation of the Association (the **Rules**). 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.

39.2 Any changes to the Rules shall be subject to the approval of the Directors acting by a Special Majority.

40 Code of Conduct

40.1 The Directors may establish a code of conduct governing the conduct of the Members and the Directors (the **Code of Conduct**) from time to time.

40.2 Any changes to the Code of Conduct shall be subject to the approval of the Directors by Special Majority.

40.3 Each Member and Director shall be bound by the Rules and the Code of Conduct.

Administrative arrangements

41 Means of communication to be used

41.1 Subject to this Article 41, anything sent or supplied by or to the Association under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Association.

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

41.2.1 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;

41.2.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

41.2.3 if properly addressed and sent or supplied by electronic means, at the time the document or information was sent or supplied, provided that the document or information is not sent after 17:00 (London time) on a Business Day or at any time on a day which is not a Business Day. Any document or information which is sent or supplied sent after 17:00 (London time) on a Business Day or at any time on a day which is not a Business Day shall be deemed to have been received at 09:00 (London time) on the next Business Day; and

41.2.4 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.

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

41.3 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.

41.4 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

41.5 A Director may agree with the Association that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

42 No right to inspect accounts and other records

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

43 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 Association (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 Association.

44 Indemnity and insurance

44.1 Subject to Article 44.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

44.1.1 each relevant officer shall be indemnified out of the Association's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Association's (or any associated Association's) affairs; and

44.1.2 the Association may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 44.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

44.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

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

44.4 In this Article:

44.4.1 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate; and

44.4.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Association, any associated Association or any pension fund or employees' share scheme of the Association or associated Association; and

44.4.3 a **relevant officer** means any Director or other officer or former Director or other officer of the Association or an associated company, but excluding in each case any person engaged by the Association (or associated

Association) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor.