

**PRIVATE COMPANY LIMITED BY GUARANTEE  
WITHOUT A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**OF**

**LAWYERS IN LOCAL GOVERNMENT**

Registered in England No. 08379439

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**ARTICLES OF ASSOCIATION  
OF  
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**1 INTRODUCTORY PROVISIONS**

**1.1 Exclusion of model or other regulations**

Neither:

- 1.1.1 the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229); nor
- 1.1.2 any other regulations or model articles contained in any statute or subordinate legislation

shall apply to the Company, but the following shall be the articles of association of the Company.

**1.2 Definitions and interpretation**

- 1.2.1 In these Articles, unless the context requires otherwise, the following words and expressions shall have the following meanings:

**"ACSeS"**

the Association of Council Secretaries and Solicitors (company number 06417056)

**"address"**

has the meaning given in section 1148 of the Companies Act 2006

**"AGM"**

an annual general meeting of the Company

**"Articles"**

the Company's articles of association and a reference to a numbered **"Article"** is a reference to a provision of these Articles

**"Associate Member(ship)"**

has the meaning given in Article [4.54.3](#) (*Associate Membership*)

**"bankruptcy"**

includes individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy

**"Branch"**

an unincorporated association established under Article 8.4 (*Branches and Branch Representatives*) of those members of the Company in the branch areas in England and Wales described in that Article or as decided by the Board from time to time and approved by the members in general meeting

**"Branches Panel"**

has the meaning given in Article 7.5 (*Panels*)

**"Branch Representative"**

has the meaning given in Article 8.4 (*Branches and Branch Representatives*)

**"Branch Representative Directors"**

the directors appointed to fill the posts mentioned in Article 8.3.56

**"Board"**

the directors of the Company or those directors attending a properly convened and quorate meeting of the directors, as the context may require

**"Chair"**

has the meaning given in Article 13.6 (*Chairing Board meetings*)

**"chair of the meeting"**

has the meaning given in Article 5.6 (*Chairing general meetings*)

**"clear days"**

in relation to a notice, excludes the day the notice is deemed under these Articles to be given and the day on which the specified period expires

**"Companies Acts"**

the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company

**"Company"**

the company which is the subject of these Articles or the members in general meeting, as the context may require

**"director"**

a director of the Company including any person occupying the position of director, by whatever name called

**"document"**

includes, unless otherwise specified, any document sent or supplied in electronic form

**"EGM"**

an extraordinary general meeting of the Company

**"electronic form"**

has the meaning given in section 1168 of the Companies Act 2006

**"eligible director"**

has the meaning given in Article 13.2 (*Unanimous decisions*)

**~~"Full Member(ship)"~~**

~~has the meaning given in Article 4.2 (*Full Membership*)~~

**"general meeting"**

an AGM or an EGM, as the context may require

**"hard copy form"**

has the meaning given in section 1168 of the Companies Act 2006

**"Honorary Member(ship)"**

has the meaning given in Article ~~4.7~~ 4.4 (*Honorary Membership*)

**"Immediate Past President"**

has the meaning given in Article 8.3 (*Composition of the Board*)

**"instrument"**

a document in hard copy form

**~~"International Member(ship)"~~**

~~has the meaning given in Article 4.6 (*International Membership*)~~

**"Junior Professional Director"**

the director appointed to fill the post mentioned in Article 8.3.8

**"Junior Professional Representative"**

has the meaning given in Article 8.6 (*Junior Professional Representatives*)

**~~"Limited Member(ship)"~~**

~~has the meaning given in Article 4.3 (*Limited Membership*)~~

**"Local Authority"**

a local government or police, fire, waste, transport, probation, national park, development corporation, joint committee, arms' length management organisation or equivalent local authority in England and Wales

**"Local Government Member(ship)"**

Has the meaning given in Article 4.2 (*Local Government Membership*)

**"member"**

has the meaning given in section 112 of the Companies Act 2006

**"National Lead Officer"**

has the meaning given in Article 8.5 (*Special Activity Areas and National Lead Officers*)

**"Objects"**

the Company's objects as set out in Article 2.1 (*The Objects*)

**"ordinary resolution"**

has the meaning given in section 282 of the Companies Act 2006

**"Panel(s)"**

the Branches Panel and SAA Panel or either of them as the context so requires

**"participate"**

in relation to a Board meeting, has the meaning given in Article 13.4 (*Participation in Board meetings*)

**"Past Service Member(ship)"**

~~has the meaning given in Article 4.4 (*Past Service Membership*)~~

**"President"**

has the meaning given in Article 8.3 (*Composition of the Board*)

**"proxy notice"**

has the meaning given in Article 6.1 (*Content of proxy notices*)

**"Qualifying Person"**

(i) any local government legal or governance officer working within a Local Authority (whether directly employed by the Local Authority or engaged through an agency or other similar arrangement), including but not limited to Monitoring Officers and their deputies, solicitors, barristers, legal executives and licensed conveyancers, and any trainee of any of them;

(ii) any locum practitioner who is seeking work as described in (i) above;  
or

(iii) any person who has retired from employment or is undertaking a career break and who immediately prior to their retirement or career break (as the case may be) undertook work as described in (i) above

but EXCLUDING in each case any solicitor in private practice unless they:

(a) practise on their own account, neither employed by nor in partnership with anyone else; and

(b) undertake work solely on behalf of Local Authority clients

**"Relevant Director"**

has the meaning given in Article 9 (*Annual retirement and election of Relevant Directors*)

**"SAA Panel"**

has the meaning given in Article 7.5 (*Panels*)

**"SAA Representative Directors"**

the directors appointed to fill the posts mentioned in Article ~~8.3-68.3.7~~ 8.3-68.3.7

**"Special Activity Areas"**

has the meaning given in Article 8.5 (*Special Activity Areas and National Lead Officers*)

**"special resolution"**

has the meaning given in section 283 of the Companies Act 2006

**"SLG"**

Solicitors in Local Government Limited (company number 04750613)

**"subsidiary"**

has the meaning given in section 1159 of the Companies Act 2006



**"Vice President"**

has the meaning given in Article 8.3 (*Composition of the Board*)

**"writing"**

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

1.2.2 Unless the context requires otherwise, other words or expressions defined in the Companies Act 2006 shall bear the same meanings when used in these Articles.

1.2.3 Except where the contrary is stated or the context requires otherwise, any reference in these Articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.

1.2.4 Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include the feminine and neuter gender. Words importing persons include corporations.

**1.3 Liability of members is limited**

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 the Company being wound up while he is a member or within one year after he ceases to be a member, for:

1.3.1 payment of the Company's debts and liabilities contracted before he ceases to be a member;

1.3.2 payment of the costs, charges and expenses of winding up; and

1.3.3 adjustment of the rights of the contributories among themselves.

**2 THE OBJECTS**

**2.1 The Objects**

2.1.1 The Objects are to:

(a) produce and share best practice, professional opinion and guidance;

(b) provide authoritative views and responses to consultation and inquiry from central government, the Local Government Association, the Law Society, Solicitors Regulation Authority, press and other bodies;

(c) promote matters of professional interest, conduct and good local governance;

- (d) provide training and professional development for the Company's members;
- (e) represent, promote and support the role and interests of the Company's members including, without limitation, amongst all local government stakeholders including other professions within local government, elected Members and those who receive local government services;
- (f) develop working relationships with relevant government departments, agencies and other bodies within local government, all branches of the legal profession and its regulatory bodies;
- (g) provide opportunities for social engagement between members of the Company; and
- (h) provide or arrange for the provision of any professional services to the Company's members,

and the Company may do any and all lawful acts and things which are deemed conducive or incidental to the attainment or furtherance of the Objects or any of them.

2.1.2 None of the Objects shall be restrictively construed but the widest interpretation shall be given to each such Object. Reference in the Objects to the Company's members (however expressed) shall include all or any members or any class of members. None of the Objects shall be in any way limited or restricted by reference to or inference from the terms of any other Object or by reference to or inference from the name of the Company.

2.1.3 No Object shall be deemed subsidiary or ancillary to any other Object and the Company shall have full power to exercise each and every one of the Objects as though each limb of Article 2.1.1 contained the objects of a separate company.

## **2.2 Application of the Company's income and property**

The income and property of the Company shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members.

## **2.3 Winding up or dissolution**

2.3.1 The Board 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.

2.3.2 If upon the winding up or dissolution of the Company there remains, after the satisfaction of its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or

institutions having objects similar to the Objects, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such intention then to some other institution which operates for the benefit of solicitors practising in England and Wales.

### 3 BECOMING AND CEASING TO BE A MEMBER

#### 3.1 Applications for membership

No person shall become a member of the Company unless:

- 3.1.1 that person has completed an application for membership in a form approved by the Board; and
- 3.1.2 the Board has approved the application.

The decision of the Board upon any application for admission to any class of membership of the Company shall be final and conclusive. In accordance with Article 7.3 (*Board's power to delegate*), the Board may delegate any or all of its functions and powers arising pursuant to this Article 3.1.

#### 3.2 Termination of membership

- 3.2.1 A member may withdraw from membership of the Company by giving seven clear days' notice to the Company in writing.
- 3.2.2 A person's membership terminates when that person:
  - (a) dies; or
  - (b) being a ~~Full-Local Government~~ Member ~~or Limited Member~~, ceases to be a Qualifying Person; or
  - ~~(b)~~(c) being an Associate Member ceases to fulfil the criteria for Associate Membership in Article 4.3.
- 3.2.3 A person's membership may be terminated by the Board if that person:
  - (a) is more than three months in arrears in paying the relevant membership fee (if any) but in such a case the member may be reinstated on payment of the amount due or by resolution of the Board in special cases; or
  - (b) has, in the opinion of the Board, acted contrary to the Objects or interests of the Company PROVIDED that the member shall first be given reasonable notice of the grounds of complaint and an opportunity of making representations thereon to the Board in writing.
- 3.2.4 Membership is not transferable.

## 4 CLASSES OF MEMBERSHIP

### 4.1 Classes of membership

There shall be the following classes of membership:

4.1.1 ~~Full Local Government~~ Membership

~~4.1.2 Limited Membership~~

~~4.1.3 Past Service Membership~~

~~4.1.4~~ 1.2 Associate Membership

~~4.1.5 International Membership~~

~~4.1.6~~ 1.3 Honorary Membership

The rights and powers of each class of membership are set out in Articles 4.2 to ~~4.74.4~~ (inclusive) and may only be amended with the sanction of an ordinary resolution of the Company in general meeting.

### 4.2 "~~Full Local Government~~ Membership"

4.2.1 ~~Full Local Government~~ Membership is open to any Qualifying Person:

- (a) where a group fee has been paid in respect of all Qualifying Persons employed by the Local Authority by whom the Qualifying Person is employed; or
- (b) who pays an individual ~~full~~ membership fee.

4.2.2 ~~Full Local Government~~ Members shall be subject to these Articles and shall:

- (a) be entitled to receive notice of, attend, speak and vote at general meetings of the Company, Branch meetings, Special Activity Area meetings, regional Special Activity Area meetings and meetings of any other national groups from time to time;
- (b) be entitled to receive any bulletins from the Company;
- (c) be granted access to the Company's website, including any "members' only" pages; and
- (d) be eligible to stand for office with the Company.

### ~~4.3 "Limited Membership"~~

~~4.3.1 Limited Membership is open to any Qualifying Person.~~

~~4.3.2 Limited Members shall be subject to these Articles and shall:~~

- ~~(a) be entitled to receive notice of, attend and speak (but shall not be entitled to vote) at general meetings of the Company, Branch~~

~~meetings, Special Activity Area meetings, Regional Special Activity Area meetings and meetings of any other national groups from time to time;~~

- ~~(b) not be entitled to receive any bulletins from the Company;~~
- ~~(c) be granted access to the Company's website (excluding any "members' only" pages); and~~
- ~~(d) not be eligible to stand for office with the Company.~~

#### **4.4 "Past Service Membership"**

~~4.4.1 Past Service Membership is open to any person who:~~

- ~~(a) has ceased to be a Qualifying Person by virtue of his retirement, redundancy or resignation from a Local Authority (whether before or after 1 April 2013) and who has not since commenced working as or for a solicitor in private practice; or~~
- ~~(b) was an Associate Member and has since ceased to be employed or practise as a solicitor.~~

~~4.4.2 Past Service Members shall be subject to these Articles and shall:~~

- ~~(a) be entitled to receive notice of, attend, speak and vote at general meetings of the Company, Branch meetings, Special Activity Area meetings, regional Special Activity Area meetings and meetings of any other national groups from time to time;~~
- ~~(b) be entitled to receive any bulletins from the Company;~~
- ~~(c) be granted access to the Company's website, including any "members' only" pages; and~~
- ~~(d) be eligible to stand for office with the Company (PROVIDED the Board has, in its absolute discretion, given its prior written consent to the relevant Past Service Member so standing).~~

#### **4.54.3 "Associate Membership"**

~~4.5.14.3.1~~ Associate Membership is open to:

- ~~(a) any person who was an ACSeS past service member on 1 April 2013;~~
- ~~(b) any former Monitoring Officer or Head of Legal at a Local Authority who ~~has been~~was a member of ACSeS or SLG or the Company for the three years preceding him leaving that Local Authority; and~~
- ~~(c) any person employed by any public or charitable organisation whose area of work, in the opinion of the Board, is closely linked to that of the Company including, without prejudice to the generality of the foregoing:  
Local Government Association,~~

Association of Democratic Services Officers  
Society of Local Authority Chief Executives  
National Association of Local Authority Clerks  
Centre for Public Scrutiny  
Central Government Departments

- (d) any person employed in role analogous to that of a Qualifying Person in a jurisdiction outside of England & Wales; or
- ~~(c)~~(e) any other person who, in the Board's absolute discretion, has or is thought likely to make a significant contribution to the work of the Company.

4.5.24.3.2 Associate Members shall be subject to these Articles and shall:

- (a) be entitled to receive notice of, attend and, speak ~~and~~ (but shall not be entitled to vote) at general meetings of the Company, Branch meetings, Special Activity Area meetings, regional Special Activity Area meetings and meetings of any other national groups from time to time;
- (b) be entitled to receive any bulletins from the Company; and
- (c) be granted access to the Company's website, including any "members' only" pages; ~~and~~ but
- (d) shall not be eligible to stand for office with the Company ~~(PROVIDED the Board has, in its absolute discretion, given its prior written consent to the relevant Associate Member so standing).~~

#### 4.6 — **"International Membership"**

4.6.1 — ~~International Membership is open to any person who qualifies for this class of membership pursuant to any requirements approved by the Board from time to time.~~

4.6.2 — ~~International Members shall be subject to these Articles and shall:~~

- ~~(a) — not be entitled to receive notice of, attend, speak or vote at general meetings of the Company, Branch meetings, Special Activity Area meetings, regional Special Activity Area meetings and meetings of any other national groups from time to time;~~
- ~~(b) — be entitled to receive any bulletins from the Company;~~
- ~~(c) — be granted access to the Company's website, including any "members' only" pages; and~~
- ~~(d) — not be eligible to stand for office with the Company.~~

#### 4.74.4 **"Honorary Membership"**

4.7.14.4.1 Honorary Membership is open to any person who:

- (a) on 1 April 2013, is an honorary member of ACSes or SLG; or

- (b) at any time thereafter, qualifies for this class of membership pursuant to any requirements approved by the Board from time to time in the opinion of the Board has made an outstanding contribution to work of the Company.

4.7.24.4.2 Honorary Members shall be subject to these Articles and shall:

- (a) be entitled to receive notice of, attend and speak (but shall not be entitled to vote) at general meetings of the Company, Branch meetings, Special Activity Area meetings, regional Special Activity Area meetings and meetings of any other national groups from time to time; and
- (b) be entitled to receive any bulletins from the Company;
- (c) be granted access to the Company's website, including any "members' only" pages; and
- (d) not be eligible to stand for office with the Company.

#### 4.84.5 **Other classes of membership**

The Company, acting upon the recommendation of the Board, may from time to time establish other classes of membership and prescribe their respective privileges and duties in accordance with Article 21 (*Rules*).

#### 4.94.6 **Membership fees**

4.9.14.6.1 The Company, acting upon the recommendations of the Board, may from time to time prescribe fees for different classes of membership.

4.9.24.6.2 The Board may waive the payment of any membership fee (in whole or in part) for such period as the Board may determine having regard to any personal circumstances or in the interests of the Company.

## **5 GENERAL MEETINGS**

### **5.1 AGMs and EGMs**

5.1.1 The Company shall hold an AGM in every year.

5.1.2 At an AGM the members:

- (a) receive the accounts of the Company for the previous financial year;
- (b) receive the directors' report on the Company's activities since the previous AGM;
- (c) note the retirement of those directors who wish to retire or who are retiring by rotation and elect or re-elect those persons eligible to be elected or re-elected as directors;
- (d) appoint auditors for the Company; and

- (e) may discuss and determine any issues of policy or deal with any other business put before them by the Board.

5.1.3 Any general meeting which is not an AGM is an EGM.

## 5.2 **Calling general meetings**

5.2.1 Subject to Articles 5.2.2 and 5.2.3, the Board *may* at any time call:

- (a) an AGM or any EGM for the passing of a special resolution on not less than 21 clear days' notice; or
- (b) any other EGM called on not less than 14 clear days' notice,

unless 90% of the members having a right to attend and vote at the general meeting agree that the general meeting in question can be called on shorter notice, in which case, that general meeting may be called on that shorter period of notice.

5.2.2 Subject to Article 5.2.3, the Board *shall* call an AGM or EGM on not less than 28 days' notice within 21 days of receiving requests to do so from at least the required percentage of members in accordance with the Companies Act 2006. For these purposes, the required percentage is members who represent at least 5% of the total voting rights of all the members having a right to vote at general meetings.

5.2.3 Where "special notice" is required for the purposes of a resolution to remove a director pursuant to the Companies Act 2006 or to appoint somebody instead of a director so removed at the meeting at which he is removed, at least 28 days' notice must be given prior to the date of the meeting at which the resolution is to be moved, otherwise the resolution is not effective.

## 5.3 **Notice of general meeting**

5.3.1 Notice of a general meeting shall be given in hard copy form, in electronic form or by means of a website, PROVIDED that the Company complies with any requirements relating to the giving of notice laid down in the Companies Act 2006.

5.3.2 Notice of a general meeting shall be sent to every member, every director and any other person required by law to be sent such notice.

5.3.3 Notice of a general meeting shall:

- (a) state the time, date and place of the meeting;
- (b) if the general meeting is an AGM, specify the meeting as such;
- (c) specify the general nature of the business to be dealt with at the meeting and set out the text of any special resolution to be voted upon at the meeting; and
- (d) be accompanied by a proxy form.



5.3.4 The accidental omission to give notice of a general meeting to, or the non-receipt of notice by, any person entitled to receive the notice; or a technical defect in the timing or manner of giving such notice of which the Board is unaware shall not invalidate the proceedings of that meeting.

#### 5.4 **Attendance and speaking at general meetings**

5.4.1 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, at any time during the meeting, any information or opinions which that person has on the business of the meeting.

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

(a) that person is able to vote, at any time 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.

5.4.3 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.

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

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

#### 5.5 **Quorum for general meetings**

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

5.5.2 The quorum for a general meeting shall be 20 members or one tenth of the total number of members (whichever is the lesser), in each case present in person, by proxy or by a duly authorised representative and entitled to vote at general meetings.

#### 5.6 **Chairing general meetings**

5.6.1 General meetings shall be chaired by:

(a) the President; or

(b) if no President is holding office at the time of the meeting, or the President is unable to chair the meeting, or is not participating in the meeting within ten minutes of the time at which it was to start, the Vice President; or

- (c) if no President or Vice President is holding office at the time of the meeting, or both the President and Vice President are unable to chair the meeting, or are not participating in the meeting within ten minutes of the time at which it was to start:
  - (i) the directors present at the general meeting (if any) must appoint one of their number to chair it; or
  - (ii) if there are no directors present at the general meeting, the members present at the general meeting must appoint one of their number to chair it.

5.6.2 The person chairing a general meeting is known as the "**chair of the meeting**".

## 5.7 **Attendance and speaking by directors and non-members**

Directors may attend and speak at general meetings. The chair of the meeting may also permit other persons who are not members of the Company to attend and speak at that meeting.

## 5.8 **Adjournment**

5.8.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if at any time during a meeting a quorum ceases to be present, if the meeting was convened by the members, the meeting shall be dissolved and, in any other case, the chair of the meeting *must* adjourn it.

5.8.2 The chair of the meeting *must* adjourn a general meeting if directed to do so by the meeting.

5.8.3 The chair of the meeting *may* adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment, or
- (b) it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

5.8.4 When adjourning a general meeting, the chair of the meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Board; and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

5.8.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it:

- (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.

5.8.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## 5.9 Voting

5.9.1 Notwithstanding the different classes of membership which may be in existence from time to time, for the purposes of any vote, all members present and entitled to vote at a general meeting shall be counted *pari passu* as one class for the purposes of that vote.

- 5.9.1A
- (1) The Board may from time to time determine that the appointment of any Relevant Director mentioned in Article 9.1 or any other question or resolution to be decided at a general Meeting should be decided by a ballot of the whole membership of the Company and for votes to be cast in advance of the meeting
  - (2) Any such ballot shall be conducted
    - by such means (including, if so decided, by electronic voting) and
    - in accordance with such rules, procedures and timescales (subject to s. 322A of the Companies Act 2006) as the Board may from time to time decide
  - (3) The outcome of any such ballot shall be determined in the case of an ordinary resolution by a simple majority of the ballots cast and any special resolution shall be taken to have been passed if at least 75% of the ballots cast are in favour.

5.9.2 Except where a ballot has been held in accordance with Article 5.9.1A 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. No poll shall be demanded (and Articles 5.9.3 to 5.9.6 shall not apply) in relation to any matter that has been determined by a ballot of the membership.

5.9.3 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.

5.9.4 A poll may be demanded by:

- (a) the chair of 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.

5.9.5 A demand for a poll may be withdrawn if the poll has not yet been taken and the chair of the meeting consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

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

## 5.10 **Errors and disputes**

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 such objection must be referred to the chair of the meeting whose decision is final.

## 5.11 **Amendments to resolutions**

5.11.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

5.11.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

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

## 6 PROXIES

### 6.1 Content of proxy notices

- 6.1.1 Proxies may only be validly 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 Board may determine; and
  - (d) is delivered to the Company in accordance with these Articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding the foregoing, an appointment of a proxy may be accepted by the Board, in its absolute discretion, at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).
- 6.1.2 The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 6.1.3 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, but the Company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.
- 6.1.4 On a vote on a resolution on a show of hands or a poll at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and:
- (a) has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it; or
  - (b) has been instructed to vote the same way (either for or against) on the resolution by all of those members except those who have given the proxy discretion as to how to vote on the resolution,
- the proxy is entitled to one vote for and one vote against the resolution.
- 6.1.5 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.

## **6.2 Delivery of proxy notices**

- 6.2.1 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.
- 6.2.2 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. 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.
- 6.2.3 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.

## **7 GOVERNANCE AND MANAGEMENT**

### **7.1 Board's general authority to manage the Company's business**

Subject to these Articles and any power reserved to the members pursuant to the Companies Act 2006, the Board is responsible for the management of the Company's business in accordance with the Objects, for which purpose they may exercise all the powers of the Company. No alteration of these Articles invalidates anything which the Board has done before the alteration was made.

### **7.2 Members' reserve power to direct the Board**

The members may by special resolution direct the Board to take, or refrain from taking, specified action. No such special resolution invalidates anything which the Board has done before the passing of the resolution.

### **7.3 Board's power to delegate**

- 7.3.1 Subject to these Articles, the Board may delegate any of the powers which are conferred on it under these Articles:
  - (a) to such person (whether a director or not), committee or Panel;
  - (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 it thinks fit. The power to delegate shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain of these Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee or Panel authorised by the Board.

7.3.2 If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated.

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

#### **7.4 Committees**

7.4.1 Committees to which the Board delegates any of its 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 the Board.

7.4.2 A member of a committee need not be a director.

7.4.3 In accordance with Article 21 (Rules), the Board 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.

#### **7.5 Panels**

7.5.1 There shall be a Branches Panel comprising the Branch Representatives appointed by each Branch in accordance with Article 8.4.1.

7.5.2 There shall be an SAA Panel comprising the National Lead Officers and the Junior Professional Representatives.

7.5.3 The purpose and objectives of each Panel shall be to:

- (a) develop, promote and support the role of Branches, Special Activity Areas or National Lead Officers (as the case may be);
- (b) exchange and promote best practice in the operation of Branches or Special Activity Areas (as the case may be);
- (c) consider any matters of concern or mutual interest to Branches, Special Activity Areas or National Lead Officers as the case may be;
- (d) represent the interests of Branches, Special Activity Areas and National Lead Officers (as the case may be) to the Board and make recommendations;
- (e) support the work of the Board and of the Company, including assisting in identifying any areas for future activity or training requirements

- (f) consider and if so requested, determine any matters referred to the Panel by the Board

7.5.4 Each Panel shall determine its own arrangements for conducting its business, including the frequency of any meetings or whether any business is conducted by virtual or electronic means.

7.5.5 Without prejudice to the generality of Article 7.5.4:

- (a) the Branch Representative Directors and SAA Representative Directors shall promote the effective operation of the respective Panels;
- (b) the Board may convene a meeting of either Panel at any time if it considers this to be desirable; and
- (c) the Panels will comply with any instructions issued by the Board from time to time.

## 7.6 Urgent business

Notwithstanding the preceding provisions of this Article 7, in the case of urgency and where it is not practicable to convene a Board meeting, the powers of the Board may be exercised by the President, Vice President, Immediate Past President and Treasurer acting as a committee of the Board PROVIDED that:

7.6.1 no decision shall be made or action taken which is contrary to any expressed policy of the Board or the Company; and

7.6.2 details of all matters decided and action taken shall be communicated to the other directors as soon as reasonably practicable.

## 8 THE BOARD, BRANCHES AND SPECIAL ACTIVITY AREAS

### 8.1 Number of directors

The directors shall not, unless otherwise determined by an ordinary resolution of the members, be less than two or more than fifteen.

### 8.2 Directors to be members

No person shall be a director unless he is:

a Full/Local Government Member of the Company; ~~or,~~

~~8.2.1 where the Board has in its absolute discretion given its prior consent but not otherwise, an Associate Member or Past Service Member.~~

### 8.3 Composition of the Board

Unless otherwise approved by the members of the Company, the Board shall comprise:



- 8.3.1 the **President**, to be elected in accordance with Article 9 (*Annual retirement and election of Relevant Directors*);
- 8.3.2 the **Vice President**, to be elected in accordance with Article 9 (*Annual retirement and election of Relevant Directors*);
- 8.3.3 the **Deputy Vice President**, to be elected in accordance with Article 9 (*Annual retirement and election of Relevant Directors*)
- 8.3.4 the **Immediate Past President**, being the person appointed automatically to that office without the need for election or other resolution, with such appointment taking effect at the AGM at which they cease to hold the office of President;
- ~~8.3.48.3.5~~ 8.3.5 the **Treasurer**, to be elected in accordance with Article 9 (*Annual retirement and election of Relevant Directors*);
- ~~8.3.58.3.6~~ 8.3.6 **two Branch Representatives**, to be appointed on the nomination of the Branches Panel in accordance with Article 9.2.3;
- ~~8.3.68.3.7~~ 8.3.7 **two National Lead Officers**, to be appointed to be appointed on the nomination of the SAA Panel in accordance with Article 9.2.3;;
- ~~8.3.78.3.8~~ 8.3.8 ~~the **Treasurer**, to be elected in accordance with Article 9 (*Annual retirement and election of Relevant Directors*)~~ a **Junior Professionals Representative**, to be appointed in accordance with Article 8.6.1; and
- ~~8.3.88.3.9~~ 8.3.9 the **Chairman** for the time being of **LLG Enterprises Limited** (to be nominated by the Board in accordance with the articles of that company).

#### 8.4 **Branches and Branch Representatives**

- 8.4.1 There shall be established a Branch for each of the areas detailed below and each Branch shall consist of members of the Company in each relevant area. Each of the Branches shall be entitled to appoint one representative (a "**Branch Representative**") from among their membership to be a member of the Branches Panel and to remove the individual so appointed. The Branches and their respective areas are as follows:
- (a) **North East** - Northumberland, Tyne & Wear, Durham, Cleveland
  - (b) **North West** - Cumbria, Lancashire, Greater Manchester, Merseyside, Cheshire
  - (c) **Yorkshire and the Humber** - North Yorkshire, West Yorkshire, South Yorkshire, East Riding of Yorkshire, Kingston Upon Hull, North East Lincolnshire, North Lincolnshire
  - (d) **East Midlands** - Lincolnshire (excluding North East Lincolnshire and North Lincolnshire), Nottinghamshire, Derbyshire, Leicestershire, Rutland, Northamptonshire

- (e) **West Midlands** - Staffordshire, Shropshire, West Midlands, Warwickshire, Herefordshire, Worcestershire
- (f) **Wales** - all of Wales
- (g) **Eastern** - Norfolk, Cambridgeshire, Suffolk, Bedfordshire, Hertfordshire, Essex
- (h) **London** - Greater London
- (i) **South East** - Kent, East Sussex, West Sussex, Surrey
- (j) **South West** - Bristol, South Gloucestershire, Bath & North East Somerset, Somerset, Devon, Cornwall
- (k) **Southern** - Berkshire, Buckinghamshire, Dorset, Gloucestershire, Hampshire, Isle of Wight, Oxfordshire, Wiltshire

8.4.2 Any change to Branch names or boundaries shall be by agreement between the Branches concerned, subject to approval by the Board. Any change to the number of Branches or overall Branch structure requires the approval of the members in general meeting.

8.4.3 The appointment of a Branch Representative shall be made in accordance with the rules of the Branch to which that person belongs, in force from time to time and which relate to the election or removal of Branch Representatives. Each appointment or removal shall be in writing on behalf of the relevant Branch and shall be notified to the President. Each Branch may exercise these powers to ensure seamless continuity of representation at the Panel.

8.4.4 A Branch is responsible for its own constitution, operation and assets PROVIDED always that these are at all times consistent with and designed to promote the Objects. The Company may regulate the operation of Branches in any way it reasonably thinks fit and, in particular, may make rules for this purpose.

## 8.5 **Special Activity Areas and National Lead Officers**

8.5.1 The Board may from time to time:

- (a) define areas of work for particular consideration ("**Special Activity Areas**");
- (b) increase or reduce the number of Special Activity Areas or alter the remit of any Special Activity Area; and
- (c) may make rules in relation to Special Activity Areas.

8.5.2 There shall be a "**National Lead Officer**" in respect of each Special Activity Area. The National Lead Officers:

- (a) shall be members of the SAA Panel;
- (b) shall lead the work of the Company in the Special Activity Areas;

- (c) shall consult such members of the Company as appear to practise in those Special Activity Areas and seek to co-ordinate the work of special interest groups;
- (d) may act by meeting other members of the Company, whether in person or by electronic communication; and
- (e) shall submit annually to the Board an outline of the topics of work related to those Special Activity Areas foreseeable for the forthcoming year and proposals for end dates of finite pieces of work.

8.5.3 The selection and period of office of a National Lead Officer shall be in accordance with the procedures and rules to be determined by the Board from time to time and subject thereto National Lead Officers shall be appointed by ordinary resolution of the Company or by the Board in accordance with Article 10.1 (*Board's residual power to appoint directors*).

## 8.6 Junior Professional Representatives

8.6.1 The Company may by ordinary resolution elect:

- (a) two persons who are willing to act, are permitted by law to do so and who, at the time of their election:
  - (i) are Full Members of the Company; and
  - (ii) are trainee members of any of the professions referred to in the definition of "Qualifying Persons" or have been qualified members of any of those professions for less than five years

to be members of the SAA Panel (the "**Junior Professional Representatives**"); and

- (b) one of the Junior Professional Representatives so appointed to be a director of the company (the "**Junior Professional Director**").

8.6.2 Subject to these Articles, a Junior Professional Representative shall be eligible to continue as a member of the SAA Panel until the AGM next falling after the fifth anniversary of that person becoming a qualified member of any of those professions.

## 9 ANNUAL RETIREMENT AND ELECTION OF RELEVANT DIRECTORS

### 9.1 Retirement of Relevant Directors

9.1.1 At each AGM, the following directors (each a "**Relevant Director**") shall retire from office:

- (a) the President;
- (b) the Vice President;

- (c) the Deputy Vice President;
- (d) the Treasurer;
- (e) the Branch Representative Directors; and

(f) the SAA Representative Directors

(f)(g) the Junior Professional Director

9.1.2 Each retiring Relevant Director shall be eligible for re-election pursuant to Article 9.2.

9.1.3 A retiring Relevant Director shall (unless he is removed from office or his office is vacated in accordance with these Articles) retain office until the close of the AGM at which he retires or (if earlier) when a resolution is passed at that meeting not to fill the vacancy or to elect another person in his place or the resolution to re-elect him is put to the meeting and lost.

9.1.4 If the Company, at any AGM at which a Relevant Director retires in accordance with these Articles, does not fill the office vacated by such director, the retiring Relevant Director, if willing to act and permitted by law to do so, shall be deemed to be re-elected, unless at the meeting a resolution is passed not to fill the vacancy or to elect another person in his place or unless the resolution to re-elect him is put to the meeting and lost.

## 9.2 Election of Relevant Directors by the Company

9.2.1 Subject to these Articles, the Company may by ordinary resolution elect any person who is willing to act, and is permitted by law to do so, to be a Relevant Director, either to fill a vacancy or as an additional director, but so that the total number of directors shall not exceed any maximum number fixed by or in accordance with these Articles.

9.2.2 No person (other than a Relevant Director retiring in accordance with these Articles) shall be elected or re-elected a Relevant Director at any AGM unless:

(a) following advertisement of the vacancy to the whole membership, he is ~~recommended~~confirmed by the Board as having met the minimum criteria for the post or is nominated in accordance with Article 9.2.3; or

(b) not less than 14 nor more than 42 days before the date appointed for the AGM, a member (other than the person to be proposed) entitled to vote at the meeting gives to the Company written notice of his intention to propose a resolution for the election of that person, stating the particulars which would, if he were so elected, be required to be included in the Company's register of directors and a notice executed by that person of his willingness to be elected.

9.2.3 ~~The Branch Representative Directors, and SAA Representative Directors and Junior Professional Director~~ shall be appointed by ordinary resolution of the Company upon the nominations of the Branches Panel, ~~and SAA~~

Panel or the Junior Professional Representatives (respectively as the case may be) unless no such nomination has been made or the Company resolves otherwise. This shall be without prejudice to Article 10.1 (*Board's residual power to appoint directors*).

9.2.4 No person shall continue as a director of the Company for a consecutive period of more than nine years except with the prior approval of the Board and PROVIDED this shall not preclude:

(a) the President serving as the Immediate Past-President in accordance with Article 8.3.4;

(b) -the Vice-President being elected as President for a maximum term of one year (and thereafter serving as Immediate past- President for a further year);

(c) the Deputy Vice-President being elected to the post of Vice-President (and thereafter President and Immediate Past-President each for a period of one year

9.2.39.2.5 Where two or more persons are nominated to be elected to any vacancy for a Relevant Director the matter shall be determined by a ballot in accordance with Article 5.9.1A unless the Board directs otherwise. This shall be without prejudice to Article 10.1 (*Board's residual power to appoint directors*).

### 9.3 **Separate resolutions for election of each Relevant Director**

Every resolution of an AGM for the election of a Relevant Director shall relate to one named person and a single resolution for the election of two or more persons shall be void, unless a resolution that it shall be so proposed has been first agreed to by the meeting without any vote being cast against it.

## 10 **APPOINTMENT OF DIRECTORS**

### 10.1 **Board's residual power to appoint directors**

The Board may appoint any person who is willing to act to be a director, either to fill a vacancy or by way of addition to their number but so that the total number of directors shall not exceed any maximum number fixed by or in accordance with these Articles. A person so appointed shall hold office until the AGM next falling after his appointment.

### 10.2 **Company's residual power to appoint directors**

In any case where, as a result of death or bankruptcy, the Company has no members and no directors, the personal representatives of the last member to have died or to have a bankruptcy order made against him has the right, by notice in writing, to appoint a person to be a director. For the purposes of this Article 10.2, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

## 11 VACATION OF OFFICE OF DIRECTOR

### 11.1 Grounds for vacation of office

Without prejudice to the provisions of these Articles for retirement of Relevant Directors, the office of a director shall be vacated if:

- 11.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- 11.1.2 a bankruptcy order is made against that person and/or a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 11.1.3 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that the person has become physically or mentally incapable of acting as a director (and may remain so for more than three months);
- 11.1.4 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 11.1.5 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
- 11.1.6 that person has been absent without permission of the Board from four consecutive Board meetings and the Board resolves that the person should cease to be a director; or
- 11.1.7 if the director is a Relevant Director (other than the President or the Vice President), he is removed from office by a majority of the Board present and voting; or
- 11.1.8 that person ceases to be a member of the Company entirely; or
- 11.1.9 that person ceases to be a [Full-Local Government Member](#) ~~and becomes an Associate Member or Past Service Member, but the Board has not given its prior consent to that person continuing as a director of the Company pursuant to Article 8.2 (Directors to be members)~~; or
- 11.1.10 if the director is a Branch Representative Director, they cease to be a Branch Representative; or
- 11.1.11 if the director is an SAA Representative Director, they cease to be a National Lead Officer; or
- 11.1.12 he is otherwise duly removed from office.

### 11.2 No prejudice to agreement between the removed director and the Company

Any removal of a director under Article 11.1.7 or Article 11.1.10 shall be without prejudice to any claim which that director may have for damages for breach of any agreement between him and the Company.

## 12 DIRECTORS' DUTIES AND INTERESTS

### 12.1 Conflict situations

- 12.1.1 In accordance with section 175 of the Companies Act 2006, a director of a Company must avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a "**conflict situation**"). This applies in particular to the exploitation of any property, information or opportunity (and it is immaterial whether the Company could take advantage of the property, information or opportunity).
- 12.1.2 However, this duty:
- (a) does not apply to a conflict of interest arising in relation to a transaction or arrangement with the Company; and
  - (b) is not infringed:
    - (i) if the situation cannot reasonably be regarded as likely to give rise to a conflict of interest; or
    - (ii) if the matter has been authorised by the Board.
- 12.1.3 For authorisation of a conflict situation to be effective:
- (a) the matter in question must have been proposed in writing for consideration at Board meeting in line with the normal procedures for such meetings or in any other way the Board may decide;
  - (b) any quorum requirement at the Board meeting when the matter is considered must be met without counting any directors who are or could be subject to the conflict situation ("**Interested Directors**"); and
  - (c) the matter must be agreed without the Interested Directors voting, or would have been agreed if the votes of the Interested Directors had not been counted.
- 12.1.4 Any conflict situation authorised under this Article 12.1 will include any existing or potential conflict of interest which it is reasonable to expect will arise out of the authorised matter.
- 12.1.5 Any authorisation of a conflict situation under this Article 12.1 will be subject to any conditions or limitations that the Board (other than the Interested Directors) decide. The Board (other than the Interested Directors) can decide the conditions or limitations at the time authorisation is given, or later on, and can end them at any time. A director must comply with any obligations imposed on him after a conflict situation has been authorised.
- 12.1.6 A director does not have to hand over to the Company any benefit he receives (or a person connected with him receives) as a result of any conflict situation authorised under this Article 12.1. No contract,

transaction or arrangement of the type described in this Article 12.1 can be set aside because of any director's interest or benefit.

## 12.2 **Directors may have certain interests**

12.2.1 In this Article 12.2, each of the following is a "**Relevant Company**":

- (a) the Company;
- (b) a subsidiary of the Company;
- (c) any holding company of the Company or a subsidiary undertaking of any such holding company;
- (d) any Company or other entity promoted by the Company;
- (e) any Company or other entity in which the Company is interested;  
and
- (f) any Local Authority.

12.2.2 Subject to complying with Article 12.2.3, a director can have the following interests:

- (a) a director (or a person connected with him) can be a director, officer or employee of, or have an interest in (including holding shares) any Relevant Company (as defined above).
- (b) a director (or a person connected with him) can have an interest in any Relevant Company which the Company also has an interest in, or be a party to a contract with that Relevant Company.
- (c) a director (or a person connected with him, or any firm the director is a partner, employee or shareholder of) can do professional work for any Relevant Company (other than as an auditor) whether or not they are paid for the work.
- (d) a director can have an interest if it is unreasonable to expect that it will result in a conflict of interest.
- (e) a director can have an interest, transaction or arrangement which may result in another interest which they do not know about.
- (f) a director may have an interest in any conflict situation authorised under Article 12.1 (*Conflict situations*).
- (g) a director may have any other interest authorised by ordinary resolution.

No further authorisation under Article 12.1 (*Conflict situations*) is required for any interests under this Article 12.2.

12.2.3 Unless Article 12.2.4 applies, the director concerned must declare the nature and extent of any interest allowed under Article 12.2.1. The director



must do this at a Board meeting or by sending notice to other directors in a manner permitted by these Articles. If the director:

- (a) has an interest in a Company and is interested in any transaction or arrangement with that Company; or
- (b) is connected with a person and is interested in a transaction with that person,

they must declare the nature and extent of any interest and give such notice at the Board meeting.

12.2.4 A director does not need to declare an interest:

- (a) falling within Article 12.2.2(d), Article 12.2.2(e) or Article 12.2.2(f);
- (b) if the other directors already know about the interest (and for this purpose the other directors will be treated as knowing about the interest if it is reasonable to expect they know about it); or
- (c) if the interest concerns the terms of their service contract (as defined in section 227 of the Companies Act 2006) that have been or are to be considered at a Board meeting or at a meeting of a committee of the Board appointed under these Articles to consider the terms.

12.2.5 A director does not have to hand over to the Company any benefit he (or a person connected with him) receives:

- (a) from any contract or employment with, or interest in, any Relevant Company; or
- (b) for any payment as referred to in Article 14 (*Directors' remuneration and expenses*).

No contract, transaction or arrangement of the type described above can be set aside because of any director's interest or benefit.

### 12.3 **Determining whether a director has the right to participate for quorum and voting purposes**

12.3.1 Subject to Article 12.3.2, if a question arises at a Board meeting 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.

12.3.2 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.

## 12.4 Confidentiality

- 12.4.1 Subject to Article 12.1 (*Conflict situations*), if a director receives information for which he owes a duty of confidentiality to a person other than the Company, and he does not receive the information because of his position as a director, he will not be required to:
- (a) disclose the confidential information to the Board, or to any of the directors or other officers or employees of the Company; or
  - (b) use or apply the confidential information in any other way in connection with their duties as a director.
- 12.4.2 A duty of confidentiality may arise when a director is, or could be subject to a conflict situation (as defined in Article 12.1.1). This Article 12.4 will apply only if the conflict situation arises out of a matter which has been authorised under Article 12.1 (*Conflict situations*) or falls within Article 12.2 (*Directors may have certain interests*).
- 12.4.3 This Article 12.4 does not affect any equitable principle (rules of fairness) or rule of law which may excuse or release the director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 12.4.

## 13 DIRECTORS' DECISION-MAKING

### 13.1 Directors to take decisions collectively

- 13.1.1 The general rule about decision-making by directors is that any decision of the Board must be either a majority decision at a meeting or a decision taken in accordance with Article 13.2.
- 13.1.2 If:
- (a) the Company only has one director; and
  - (b) no provision of these Articles requires it to have more than one director,

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

### 13.2 Unanimous decisions

- 13.2.1 A decision of the Board is taken in accordance with this Article 13.2 when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 13.2.2 Such a decision may take the form of a resolution in writing, signed by each eligible director (whether or not each signs the same document) or to which each eligible director has otherwise indicated agreement in writing.

13.2.3 References in these Articles to "**eligible directors**" are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Board meeting (but excluding any director whose vote is not to be counted in respect of that particular matter).

13.2.4 A decision may not be taken in accordance with this Article 13.2 if the eligible directors would not have formed a quorum at such a meeting.

### 13.3 **Calling a Board meeting**

13.3.1 A Board meeting may be called at any time by:

- (a) the President; or,
- (b) if no President is holding office at the relevant time or the President is unable to call a Board meeting, the Vice President; or
- (c) any three other directors

by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

13.3.2 Except as set out in Article 13.3.3, notice of any Board meeting must be given in writing and 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.

13.3.3 Notice of a Board meeting need not be given to a director who:

- (a) is absent from the United Kingdom on the date on which such notice is given if that director has not furnished the Company with an address for sending or receiving documents or information by electronic means to or from that director outside the United Kingdom; or
- (b) waives his entitlement to notice of that meeting, by giving notice to that effect to the Company either before or after (but in any event not more than seven days after) the date on which the meeting is held. Where such notice is given by the relevant director after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

### 13.4 **Participation in Board meetings**

13.4.1 Subject to these Articles, directors "**participate**" in a Board meeting, or part of a Board 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.

13.4.2 In determining whether directors are participating in a Board meeting, it is irrelevant where any director is or how they communicate with each other.

13.4.3 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.

### 13.5 Quorum for Board meetings

13.5.1 At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

13.5.2 The quorum for Board meetings may be fixed from time to time by a decision of the Board subject to a minimum quorum at all times of two, and unless otherwise fixed it is five, PROVIDED that:

- (a) if and so long as there is only one director the quorum for that meeting shall be one; and
- (b) for the purposes of any meeting held pursuant to Article 12.1 (*Conflict situations*) (or part of a meeting where it is proposed) to authorise a director's conflict, if there is only one director besides the director concerned and directors with a similar interest, the quorum for that meeting (or the relevant part) shall be one.

13.5.3 If the total number of directors for the time being is less than the quorum required, the Board must not take any decision other than a decision:

- (a) to appoint further directors; or
- (b) to call a general meeting so as to enable the members to appoint further directors.

### 13.6 Chairing Board meetings

13.6.1 Board meetings shall be chaired by:

- (a) the President; or
- (b) if no President is holding office at the time of the meeting, or the President is unable to chair the meeting, or is not participating in the meeting within ten minutes of the time at which it was to start, the Vice President; or
- (c) if no President or Vice President is holding office at the time of the meeting, or both the President and Vice President are unable to chair the meeting, or are not participating in the meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of their number to chair it.

13.6.2 The person chairing the Board meeting is known as the "**Chair**".

### 13.7 **Casting vote**

13.7.1 Subject to Article 13.7.12, if the numbers of votes for and against a proposal are equal (ignoring any votes which are to be discounted in accordance with these Articles or the Companies Acts), the Chair has a casting vote.

13.7.2 Article 13.7.1 does not apply in respect of a particular meeting if, in accordance with these Articles, the Chair is not to be counted as participating in the decision-making process for quorum or voting purposes.

### 13.8 **Records of decisions to be kept**

The directors must ensure that the Company keeps a record, in hard copy form, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

### 13.9 **Directors' discretion to make further rules**

In accordance with Article 21 (*Rules*), the Board 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.

## 14 **DIRECTORS' REMUNERATION AND EXPENSES**

### 14.1 **Directors' remuneration**

14.1.1 Directors may undertake any services for the Company that the Board decides.

14.1.2 Directors shall not receive any remuneration for their services to the Company as directors but may receive such remuneration as the Board determines for any other service which they undertake for the Company.

14.1.3 Subject to these Articles, a director's remuneration may take any form and 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.

14.1.4 Unless the Board decides otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested and the receipt of such benefit shall not disqualify any person from being a director of the Company.

### 14.2 **Directors' expenses**

The Company may pay any reasonable expenses which the directors (and the alternate directors and the company secretary (if any)) properly incur in connection with their attendance at:

- 14.2.1 meetings of directors or committees of directors,
- 14.2.2 general meetings, or
- 14.2.3 separate meetings of the holders of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company, in accordance with any rules established by the Board from time to time.

## **15 ALTERNATE DIRECTORS**

### **15.1 Application of this Article**

None of the President, Vice President or Immediate Past President may appoint an alternate.

### **15.2 Appointment and removal of alternate directors**

15.2.1 Subject to Article 15.1, a director may appoint as an alternate any other director, or any other person, to exercise that director's powers and carry out that director's responsibilities in relation to the taking of decisions by the Board, in the absence of the alternate's appointor.

15.2.2 Any appointment or removal of an alternate must identify the proposed alternate and be effected by notice in writing to the Company signed by his appointor, or in any other manner approved by the Board.

### **15.3 Rights and responsibilities of alternate directors**

15.3.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the Board as the alternate's appointor.

15.3.2 Except as these Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors; and
- (d) are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

15.3.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
  - (c) shall not be counted as more than one director for the purposes of Articles 15.3.3(a) and 15.3.3(b).
- 15.3.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Board (PROVIDED that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 15.3.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

#### 15.4 **Termination of alternate directorship**

An person's appointment as an alternate terminates:

- 15.4.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 15.4.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- 15.4.3 on the death of the alternate's appointor;
- 15.4.4 when the alternate's appointor's appointment as a director terminates; or
- 15.4.5 when the alternate is removed in accordance with these Articles.

## 16 **COMMUNICATIONS**

### 16.1 **Means of communication to be used**

- 16.1.1 Subject to these Articles, any notice, document or other information (a "**communication**") sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Companies Act 2006 provides for communications which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 16.1.2 The Board may from time to time issue, endorse, adopt and/or amend terms and conditions relating to the sending of communications by the Company in electronic form to members.
- 16.1.3 A member may by notice in writing to the Company change any address given to the Company for the purposes of receiving communications;

**16.2 Company not obliged to accept communications sent or supplied in electronic form**

Except insofar as the Companies Acts require otherwise, the Company shall not be obliged to accept any communication sent or supplied to the Company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the Board thinks fit, and the Company shall be entitled to require any such communication to be sent or supplied in hard copy form instead.

**16.3 Execution by members which are not natural persons**

In the case of a member which is not a natural person, for all purposes, including the execution of any communication in hard copy form or electronic form which is executed or approved pursuant to any provision of these Articles, execution by any director or the company secretary of that member or any other person who appears to any officer of the Company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that member.

**16.4 Member whose registered address is not within the United Kingdom**

16.4.1 A member whose registered address is not within the United Kingdom and who notifies the Company of an address within the United Kingdom at which communications may be served on or delivered to him shall be entitled to have such things served on or delivered to him at that address (in the manner referred to in this Article 16), but otherwise no such member shall be entitled to receive any communication from the Company.

16.4.2 If the address supplied is that member's address for sending or receiving communications by electronic means the Company may at any time without prior notice (and whether or not the Company has previously sent or supplied any communications in electronic form to that address) refuse to send or supply any communications to that address.

**16.5 Communications with directors**

16.5.1 Subject to these Articles, any communication 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 communications for the time being.

16.5.2 A director may agree with the Company that communications 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.

**16.6 Timing of delivery of communication**

16.6.1 Any communication sent or supplied by the Company shall be deemed to have been received by the intended recipient:

- (a) where the communication is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following



the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent. In proving that it was duly sent, it shall be sufficient to prove that the communication was properly addressed, prepaid and put in the post or duly given to the delivery agent;

- (b) where (without prejudice to Article 16.4) the communication is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent. In proving that it was duly sent, it shall be sufficient to prove that the communication was properly addressed, prepaid and put in the post or duly given to the delivery agent;
  - (c) where the communication is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent;
  - (d) where the communication is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent. Proof that it was properly addressed shall be conclusive evidence that it was sent;
  - (e) where the communication is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 16.6.2 A technical defect in the timing or manner of giving of notice of which the Board is unaware at the time does not invalidate decisions taken at a meeting referred to in that notice.
- 16.6.3 Any communication sent or supplied to the Company shall be deemed to have been received only upon the date and at the time of actual receipt.

## **17 USE OF THE COMPANY SEAL AND CERTIFICATION OF DOCUMENTS**

### **17.1 Company seal**

- 17.1.1 Any common seal may only be used by the authority of the Board.
- 17.1.2 The Board may decide by what means and in what form any common seal is to be used.
- 17.1.3 Unless otherwise decided by the Board, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 17.1.4 For the purposes of this Article 17.1, an authorised person is:
  - (a) any director of the Company;

- (b) the Company secretary (if any); or
- (c) any person authorised by the Board for the purpose of signing documents to which the common seal is applied.

## 17.2 Certification of documents

17.2.1 Any director or the company secretary or any person appointed by the Board for the purpose shall have power to authenticate and certify as true copies of extracts from:

- (a) any document comprising or affecting the constitution of the Company, whether in hard copy form or in electronic form;
- (b) any resolution passed by the Company, the Board or any committee of the Board, whether in hard copy form or in electronic form; and
- (c) any book, record and document relating to the business of the Company, whether in hard copy form or in electronic form (including, without limitation, the accounts).

17.2.2 If certified in this way, a document purporting to be a copy of a resolution, or the minutes of or an extract from the minutes of a meeting of the Company, the Board or a committee of the Board, whether in hard copy form or in electronic form, shall be conclusive evidence in favour of all persons dealing with the Company in reliance on it or them that the resolution was duly passed or that the minutes are, or the extract from the minutes is, a true and accurate record of proceedings at a duly constituted meeting.

## 18 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Board 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.

## 19 COMPANY SECRETARY

Subject to the Companies Act 2006, the Board may appoint a company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the Board may think fit; and any company secretary (or joint secretary) so appointed may be removed by the Board. The directors may also from time to time appoint on such terms as they think fit, and remove, one or more assistant or deputy secretaries.

## 20 DIRECTORS' INDEMNITY AND INSURANCE

### 20.1 Definitions

In this Article 20, the following words and expressions shall have the following meanings:

companies are "**associated**" if one is a subsidiary of the other or both are subsidiaries of the same body corporate

**"relevant director"**

any director or former director of the Company or an associated Company

**"relevant loss"**

any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated Company or any pension fund or employees' share scheme of the Company or associated Company

**20.2 Indemnity**

20.2.1 Subject to Article 20.2.2, a relevant director of the Company or an associated Company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated Company,
- (b) any liability incurred by that director in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
- (c) any other liability incurred by that director as an officer of the Company or an associated Company.

20.2.2 This Article 20.2 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

**20.3 Insurance**

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

**21 RULES**

**21.1 Board's power to make rules**

The Board may make such further rules as it considers necessary or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership. In particular, and without prejudice to the generality of the foregoing, the Board may make rules regulating:

- 21.1.1 the admission and classification of members of the Company, and the rights and privileges of such members, the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
- 21.1.2 the conduct of members of the Company in relation to one another, and to the Company's officers and employees;

- 21.1.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
- 21.1.4 the procedure at general meetings and Board meetings and committee meetings (in so far as such procedure is not governed by these Articles); and
- 21.1.5 any and all other matters as are commonly the subject matter of company rules.

## 21.2 **Board to bring rules to attention of members**

The Board must adopt such means as they consider sufficient to bring to the notice of members all rules made under Article 21.1.

## 21.3 **Status of rules**

- 21.3.1 Any rules made by the Board under Article 21.1 will be valid and binding as against all members for so long as such rules are in force.
- 21.3.2 The Company in general meeting may alter or repeal any rules made by the Board in accordance with Article 21.1.
- 21.3.3 Nothing in this Article 21 permits the Board to make any rules which are inconsistent with or affect or repeal anything in these Articles or in any resolution passed by members or agreement to which Chapter 3 of Part 3 of the Companies Act 2006 applies.

## ~~22~~ ~~TRANSITIONAL PROVISIONS~~

### ~~22.1~~ ~~Overriding effect of the transitional provisions~~

~~This Article 22 shall have effect notwithstanding any other provisions in these Articles. In the event of conflict between this Article 22 and any other provision in these Articles, this Article 22 shall prevail.~~

### ~~22.2~~ ~~Definitions~~

~~In this Article 22, the following words and expressions shall have the following meanings:~~

~~**"2013 AGM"**~~

~~the AGM to be held on 22 March 2013~~

~~**"Founder Members"**~~

~~AGSeS and SLG~~

~~**"Initial Members"**~~

~~the Founder Members and any person admitted to membership with the consent of the Founder Members prior to the 2013 AGM~~

~~22.3 — Initial Members to be the only Members prior to the 2013 AGM~~

~~22.3.1 — The Initial Members shall be the only members of the Company prior to the 2013 AGM.~~

~~22.3.2 — Prior to the date and time of the 2013 AGM:~~

~~(a) — each Founder Member shall be entitled to receive notice of, attend, speak and vote at general meetings of the Company and exercise all other rights and powers granted to members generally pursuant to these Articles; and~~

~~(b) — each other Initial Member shall:~~

~~(i) — be entitled to receive notice of, attend and speak (but shall not be entitled to vote) at general meetings of the Company; and~~

~~(ii) — have no other rights or powers.~~

~~22.4 — Quorum for the 2013 AGM~~

~~The quorum for the 2013 AGM shall be such number of Initial Members (other than the Founder Members) as are present in person or by proxy at the 2013 AGM.~~

~~22.5 — Chairing the 2013 AGM~~

~~The directors present at the 2013 AGM shall appoint one of their number to chair it. The person so appointed shall be the "chair of the meeting" for the purposes of Article 5.6 (*Chairing general meetings*).~~

~~22.6 — Conversion of the Initial Members' class rights~~

~~22.6.1 — On and from the date and time at which the 2013 AGM is declared duly quorate:~~

~~(a) — the Founder Members shall be deemed to have delivered notice of their resignation from membership of the Company in accordance with Article 3.2 (*Termination of membership*);~~

~~(b) — the rights and powers of the Founder Members shall cease and be incapable of exercise; and~~

~~(c) — the other Initial Members shall be entitled to vote at general meetings of the Company (including the 2013 AGM) and exercise all other rights and powers granted to members generally pursuant to these Articles.~~

~~22.6.2 — On and from the close of the 2013 AGM, the Initial Members (other than the Founder Members) shall cease to be Initial Members and shall, without the sanction of or any further action or resolution of the Company, the Board or otherwise, have their membership converted into such class as the Founder Members shall have determined prior to the date and time of the 2013 AGM.~~

## ~~22.7 The Board~~

### ~~22.7.1 Prior to the appointment of directors at the 2013 AGM:~~

- ~~(a) Articles 7.5 (Urgent business), 8 (The Board, Branches and Special Activity Areas), 10 (Appointment of directors), 11 (Vacation of office of director) shall not apply;~~
- ~~(b) the Board shall comprise four directors;~~
- ~~(c) the Founder Members shall have the right to:
  - ~~(i) appoint such person(s) as they may nominate in writing as a director or secretary of the Company, such appointment(s) to take effect upon the depositing of a notice in writing at the Company's registered office specifying the relevant appointment(s);~~
  - ~~(ii) remove and director or company secretary of the Company, such removal to take effect upon the depositing of a notice in writing at the Company's registered office specifying the relevant director(s) and/or company secretary who are removed.~~~~

~~Any such notice will be treated as deposited at the registered office on the receipt by a director or the company secretary of a copy of the signed notice transmitted by electronic means.~~

- ~~(d) any director may call a Board meeting;~~
- ~~(e) the quorum for a Board meeting shall be all four directors, PROVIDED that:
  - ~~(i) if and so long as there is only one director the quorum for that meeting shall be one; and~~
  - ~~(ii) for the purposes of any meeting held pursuant to Article 12.1 (Conflict situations) (or part of a meeting where it is proposed) to authorise a director's conflict, if there is only one director besides the director concerned and directors with a similar interest, the quorum for that meeting (or the relevant part) shall be one;~~~~
- ~~(f) the participating directors must appoint one of their number to chair a Board meeting. The person so appointed shall be the "Chair" for the purposes of Article 13.6 (Chairing Board meetings); and~~
- ~~(g) any director may appoint an alternate PROVIDED the appointment is approved by the Board and Article 15 (Alternate directors) shall be amended accordingly.~~

~~22.7.2 Article 9 (Annual retirement and election of Relevant Directors) shall not apply in relation to the appointment of directors at the 2013 AGM. If any person who is a director prior to the 2013 AGM continues to hold office on and from the 2013 AGM, then that person shall not be required to retire~~

~~and be elected. Instead, that person shall continue as a director with such titular office as is bestowed upon him at that meeting.~~

~~22.7.3 For transitional purposes, on and from the 2013 AGM to the next falling AGM:~~

~~(a) there shall be two Immediate Past Presidents. The immediate past-chairman of SLG and the immediate past president of ACSeS shall, on and from the 2013 AGM, be members of the Board as Immediate Past Presidents; and~~

~~(b) the Board shall not include National Lead Officers, Branch Representatives or Junior Professional Representatives until the Board shall in each case have approved their being appointed and Article 8.3 (Composition of the Board) shall be amended accordingly; and~~

~~(c) until such time as the preceding sub-paragraph ceases to apply (because the requisite number of National Lead Officers, Branch Representatives and Junior Professional Representatives have been appointed in accordance with these Articles), the quorum for Board meetings may be fixed from time to time by a decision of the Board subject to a minimum quorum at all times of two, and unless otherwise fixed it is four, PROVIDED that:~~

~~(i) if and so long as there is only one director the quorum for that meeting shall be one; and~~

~~(ii) for the purposes of any meeting held pursuant to Article 12.1 (*Conflict situations*) (or part of a meeting where it is proposed) to authorise a director's conflict, if there is only one director besides the director concerned and directors with a similar interest, the quorum for that meeting (or the relevant part) shall be one.~~