

**Company No: 02584687**

**\*\*\*CONFIDENTIAL\*\*\***

**Company Number 02584687**

**A Private Company Limited by Guarantee**

## **Articles of Association of Cifas**

## Contents

No.	Heading	Page
<b><u>Part 1 – Interpretations, objects and limitations of liability</u></b>		
1.	Defined terms	4
2.	Model Articles shall not apply	5
3.	Company's objects	5
4.	Winding-up	6
5.	Duty of good faith	7
6.	Liability of members	7
<b><u>Part 2 - Directors</u></b>		
<u>Directors' powers and responsibilities</u>		8
7.	Directors' general authority	8
8.	Members' reserve power	8
9.	Directors may delegate	8
10.	Committees	8
<u>Decision making by Directors</u>		9
11.	Directors to take decisions collectively	9
12.	Unanimous decisions	9
13.	Appointment of Directors	9
14.	Suspension and termination of a Director's appointment	10
15.	Directors' remuneration	10
16.	Directors' expenses	11
<u>The Board</u>		11
17.	Calling a Board Meeting	11
18.	Participation in Board Meetings	11
19.	Quorum for Board Meetings	12

20.	Chairing of Board Meetings	12
21.	Casting vote	12
22.	Conflicts of Interest	12
23.	Records of decisions to be kept	13
24.	Director's discretion to make further rules	13
<b><u>Part 3 - Alternate Directors, observers and Company Secretary</u></b>		13
25.	Alternate Directors	13
26.	Observers	15
27.	Company Secretary	15
<b><u>Part 4 - Members</u></b>		
<u>Becoming and ceasing to be a member</u>		
28.	Membership	16
29.	Subscription	16
30.	Censure and suspension and termination of membership	16
<u>Organisation of general meetings</u>		17
31.	General meetings	17
32.	Attendance and speaking at general meetings	17
33.	Quorum for general meetings	18
34.	Chairing general meetings	18
35.	Attendance and speaking by Directors and non-members	18
36.	Adjournment	18
<u>Voting at general meetings</u>		19
37.	Voting: general	19
38.	Errors and disputes	19
39.	Poll votes	19
40.	Appointment of proxies	20

41.	Delivery of proxy notices	20
42.	Amendments to resolutions	21
<b><u>Part 5 - Administrative Arrangements</u></b>		<b>22</b>
43.	Means of communication to be used	22
44.	Company seals	23
45.	No right to inspect accounts and other records	23
<b><u>Directors' indemnity and insurance</u></b>		<b>23</b>
46.	Indemnity	23
47.	Insurance	23
48.	Rules, Bye-laws and Codes of Conduct	23
49.	Change of Company name	24
50.	Notices	24

**Part 1**

**Interpretation, objects and limitation of liability**

**1. Defined terms**

1.1 In these Articles, unless the context requires otherwise:

“**Act**” means the Companies Act 2006, as may be amended, extended, consolidated or re-enacted by or under any other enactment from time to time;

“**Articles**” means the articles of association of the Company for the time being in force;

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

“**Board of Directors**” means the board of Directors of the Company for the time being (and references to decisions of, or approvals by, the Board of Directors shall be to a decision of the Directors made in accordance with Articles 11 and 12, and references in these Articles to “the Directors” shall be deemed to be references to the Board of Directors);

“**Board Meeting**” means a duly convened meeting of the Board of Directors;

“**Chairman**” has the meaning given in Article 20;

“**chairman of the meeting**” has the meaning given in Article 34;

“**Company**” means Cifas, a company limited by guarantee and incorporated in England with company registration number 02584687;

“**Director**” means a director of the Company, and includes any person occupying the position of director, by whatever name called;

“**document**” includes, unless otherwise specified, any document sent or supplied in electronic form;

“**electronic form**” has the meaning given in section 1168 of the Act;

“**the Executive**” means the Chief Executive Officer and other C-suite executives employed by the Company but not in the capacity of a Director

“**fraud**” means fraud and fraud-related crime and other financial crime including bribery and corruption.

“**member**” has the meaning given in section 112 of the Act;

“**money laundering**” is any act or attempted act to conceal or disguise the identity of illegally obtained proceeds of crime so that they appear to have originated from legitimate sources.

“**Model Articles**” means the model articles for private companies limited by guarantee as set out in Schedule 2 to The Companies (Model Articles) Regulations 2008;

“**ordinary resolution**” has the meaning given in section 282 of the Act;

“**participate**” in relation to a Board Meeting, has the meaning given in Article 18;

“**proxy notice**” has the meaning given in Article 40;

“**Rules, Code of Conduct or Bye-laws**” shall each have the meaning given to them by the Board of Directors from time to time;

“**special resolution**” has the meaning given in section 283 of the Act;

“**Senior Independent Director**” has the meaning given in Article 20; and

“**writing**” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company.
- 1.3 The expressions “**subsidiary**” and “**holding company**” shall have the respective meanings given in Section 1159 of the Act, and a person’s subsidiaries or holding companies shall mean those persons which fulfil the relevant definitions from time to time.
- 1.4 Unless the context otherwise requires, references in these Articles to the singular shall include the plural and vice versa and references to any gender shall include the other gender and words denoting persons shall include bodies corporate and unincorporated associations of persons and public authorities and other public bodies.

## 2. **Model Articles shall not apply**

The Model Articles shall not apply to the Company.

## 3. **Company’s objects**

- 3.1 The Company’s objects are:
  - (a) to prevent fraud and money laundering; assist in the verification and authentication of identities; and protect the vulnerable from fraud and financial crime;
  - (b) to provide an information exchange between persons including members of the Company requiring or interested in the prevention of fraud and money laundering, either through the medium of third parties or directly with the Company, and with other organisations with similar objectives to those of the Company both in the United Kingdom and overseas;
  - (c) to limit the incidence of fraud and money laundering against persons and organisations by gathering and passing on information about fraud and money laundering detected by members;

- (d) to facilitate the detection and prevention of fraud and money laundering through the dissemination of information on fraud and money laundering and suspected fraud and money laundering to its members;
- (e) to assist in the prevention of the fraudulent obtaining of financial services and other facilities, products and services, and to protect the interests of businesses, public authorities, public bodies, charities or not-for-profit organisations offering any one of the foregoing, and the public against fraud and money laundering;
- (f) to do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them,

provided that:

- (g) none of the objects set forth in any sub-articles of this Article shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-article, or by reference to or inference from the terms of any other sub-articles of this Article, or by reference to or inference from the name of the Company; and
- (h) none of the sub-articles of this Article and none of the objects herein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-article.

3.2 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in Article 3.1 and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company,

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company:-

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
- (b) of interest at commercial rates on money lent by any member to the Company;
- (c) of reasonable and proper rent for premises demised or let by any member of the Company;
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a Director of the Company may be a member holding not more than one percent of the issued share capital of that company; and
- (e) to any member of out-of-pocket expenses.

#### **4. Winding-up**

If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all 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 company/ies or body/ies having objects similar to the objects of the Company, and which shall prohibit the

distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 3.2 hereof, such company/ies or body/ies to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable objects.

**5. Duty of good faith**

Every member and Director shall be bound:-

- (a) (without prejudice to the other duties they owe to the Company) to promote the success of the Company and further to the best of his ability the objects, interest and influence of the Company and to observe the provisions of these Articles and all Rules, Codes of Conduct, Bye-laws, and regulations of or adopted by the Company and for the time being lawfully in force; and
- (b) to pay and make good to the Company any loss or damage which the Company may sustain through any wilful act or wilful default of such member or Director if such act or default shall be a breach of any provision of these Articles or of any Rule, Code of Conduct, Bye-law, or regulation of or adopted by the Company.

**6. Liability of members**

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

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

**Part 2**

**Directors**

**Directors' powers and responsibilities**

**7. Directors' general authority**

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

**8. Members' reserve power**

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

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

**9. Directors may delegate**

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

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

as they think fit.

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

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

**10. Committees**

10.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors.

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

### Decision-making by Directors

#### 11. Directors to take decisions collectively

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

11.2 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 may take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making.

#### 12. Unanimous decisions

12.1 A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to the others that they share a common view on a matter.

12.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.

12.3 References in this Article 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.

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

#### 13. Appointment of Directors

13.1 Directors are appointed by the Board of Directors. In accordance with the UK Corporate Governance Code, all appointed Directors are subsequently "elected" by members at a general meeting of the Company.

13.2 The minimum number and the maximum number of the Directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of the Directors shall be three.

13.3 No candidate may stand for election as a Director unless his/her nomination satisfies the criteria of "sufficient seniority" or has been approved by the Board of Directors. "Sufficient seniority" shall mean that the candidate:

(a) is an influential figure within their business sector or industry; or

(b) is considered by the Board of Directors or a selection panel appointed by the Board of Directors to satisfy the competency requirements to become a Director.

13.4 Any Director, whether elected, co-opted or appointed, will serve for a period of three years from the date they take up office, unless the Board has resolved to vary the term to a shorter duration

for a specific individual, or until their resignation or removal under AQQrticle 14 of the Company's articles of association.

13.5 In any case where, as a result of death, the Company has no members and no Directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a Director.

13.6 For the purposes of paragraph 13.5, where 2 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.

**14. Suspension and termination of a Director's appointment**

14.1 A person ceases to be a Director as soon as:

- (a) that person is prohibited from being a Director by law or by virtue of any provision of the Act or by virtue of any provision of the Rules or Bye-laws;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- (e) 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;
- (f) written notification is received by the Board of Directors from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;
- (g) that person completes his term of office (the duration and length of which shall be determined in accordance with the Rules or Bye-laws); and/or
- (h) the Board of Directors (excluding that person) unanimously resolves to remove such person as a Director.

**15. Directors' remuneration**

15.1 Directors may undertake any services for the Company that the Directors decide.

15.2 Directors are entitled to such remuneration as the Directors determine:

- (a) for their services to the Company as Directors; and
- (b) for any other service which they undertake for the Company.

- 15.3 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.
- 15.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 15.5 Unless the Directors decide 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.

**16. Directors' expenses**

The Company may pay any reasonable expenses which the Directors or any secretary properly incur in connection with their attendance at:

- (a) Board Meetings or committees of Directors,
- (b) general meetings, or
- (c) 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.

**The Board**

**17. Calling a Board Meeting**

- 17.1 Any Director may call a Board Meeting by giving notice of the meeting to the Directors or by authorising the Company's secretary to give such notice.
- 17.2 Notice of any Board Meeting must indicate:
- (a) its proposed date and time;
  - (b) where it is to take place; and
  - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 17.3 Notice of a Board Meeting must be given to each Director, but need not be in writing.
- 17.4 Entitlement to notice of a Board Meeting may be waived by a Director at any time, whether before or after the meeting.

**18. Participation in Board Meetings**

- 18.1 Any Director who is not able to be present in person may participate in a Board Meeting by means of a conference telephone, video conferencing facility or similar communications equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at such meeting and shall be entitled to vote and be counted in the quorum. Such a Board Meeting shall be deemed to take place where the largest group of

those participating is assembled or, if there is no such group, where the Chairman of the Board Meeting is located.

**19. Quorum for Board Meetings**

- 19.1 At a Board Meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 19.2 The quorum for the transaction of the business of the Directors may be fixed by the Directors. Unless so fixed at any prior meeting the quorum shall be four. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum.
- 19.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- (a) to appoint further Directors; or
  - (b) to call a general meeting so as to enable the members to appoint further Directors.

**20. Chairing of Board Meetings**

- 20.1 The Directors may appoint a Director to chair their meetings. The person so appointed for the time being is known as the Chairman.
- 20.2 The Directors may appoint a Director to deputise for the Chairman. The person so appointed for the time being is known as the Senior Independent Director.
- 20.3 The candidates for office of Chairman and Senior Independent Director shall be proposed and seconded by the Directors and shall signify their willingness to serve if elected.
- 20.4 The Chairman and Senior Independent Director's respective appointments will terminate when they cease to be Directors or one year after the date on which they were appointed (whichever is earlier), unless re-appointed by the Directors.
- 20.5 If the Chairman or Senior Independent Director is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

**21. Casting vote**

- 21.1 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote.
- 21.2 But this does not apply if, in accordance with these Articles, the Chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

**22. Conflicts of interest**

- 22.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

- 22.2 But if Article 22.3 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes provided that such Director has complied with his obligations to declare such interests under the Act.
- 22.3 This paragraph applies when:
- (a) the Company by ordinary resolution dis-applies the provision of these Articles which would otherwise prevent a Director from being counted as participating in the decision-making process;
  - (b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
  - (c) the Director's conflict of interest arises from arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.
- 22.4 For the purposes of this Article 22, references to proposed decisions and decision-making processes include any Board Meeting or part of a Board Meeting.
- 22.5 Subject to Article 22.6, 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 Chairman whose ruling in relation to any Director other than the Chairman is to be final and conclusive.
- 22.6 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

**23. Records of decisions to be kept**

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

**24. Directors' discretion to make further rules**

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

**Part 3**

**Alternate Directors, Observers and Company Secretary**

**25. Alternate Directors**

- 25.1 Subject to the approval of the Chairman, each Director shall have the power to nominate any other Director or other person to act as alternate Director at Board Meetings in his place during his absence. Each Director shall be further entitled, at his discretion, to revoke such nomination at any time. However, a Director shall not be entitled to appoint more than one alternate Director and

an alternate Director shall not be entitled to appoint an alternate Director for himself in such capacity.

- 25.2 Any appointment or removal of an alternate Director must (unless the Board of Directors decides to waive any of the following requirements, in whole or in part):
- (a) be made by notice in writing and shall either be signed by the appointor or (if sent in electronic form) duly authenticated by the appointor in accordance with Section 1146(3) of the Act; and
  - (b) in the case of an appointment, be accompanied by such evidence as the Board of Directors may require that the alternate Director has agreed to act and by such further details as the Company requires to comply with its statutory obligations in respect of that appointee.
- 25.3 Appointment of an alternate Director shall take effect upon the later of the documentation required in Article 25.2 above being delivered to the Company in accordance with these Articles or delivered to a Board Meeting, and approval of the alternate Director (where he is not already a Director) by the Chairman (or at such later time as may be specified in the notice of appointment).
- 25.4 In addition to removal by notice in accordance with Article 25.2, an alternate Director shall cease to be an alternate Director:
- (a) immediately and automatically if his appointor ceases for any reason to be a Director;
  - (b) if he resigns from being an alternate Director by notice in writing to the Company; or
  - (c) upon the happening of any event which if it occurred in relation to his appointor would result in the termination of the appointor's appointment as Director.
- 25.5 An alternate Director shall be entitled to receive notice of all Board Meetings and to perform at such meetings all the functions of his appointor. An alternate Director shall have one vote for each Director he represents, in addition to his own vote if he is a Director, but he shall not be counted more than once in the quorum, nor shall he count towards any minimum or maximum number of Directors permitted under these Articles.
- 25.6 Otherwise than in accordance with this Article 25, an alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.
- 25.7 An alternate Director shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration, except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.
- 25.8 For the purposes of any provisions of these Articles relating to Directors' interests, an interest of an alternate Director's appointor shall be treated as an interest of that alternate Director, without prejudice to any interest which that alternate Director has otherwise.
- 25.9 The provisions of this Article 25 relating to attendance and voting at Board Meetings also apply mutatis mutandis in respect of meetings of any committee of the Board of Directors.

25.10 An alternate Director shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of his appointor.

**26. Observers**

26.1 Observers are persons who are co-opted as observers by the Board of Directors, in their discretion, from time to time.

26.2 The Board of Directors may:-

- (a) invite Observers to attend (but not vote) at Board Meetings; and
- (b) give written notice of Board Meetings (and such other papers as they see fit) to Observers.

26.3 Observers may be removed by the Board of Directors at any time and will be deemed to have been removed unless co-opted at the first Board Meeting following the Company's annual general meeting.

**27. Company Secretary**

27.1 The Company Secretary shall be appointed by the Board of Directors for such term, at such remuneration and upon such conditions as the Board of Directors shall think fit and any Company Secretary so appointed may be removed by the Board of Directors.

27.2 The Board of Directors may from time to time by resolution appoint a person to act in place of the Company Secretary in the absence of the Company Secretary or if there be no Company Secretary or no Company Secretary capable of acting

## Part 4

### Members

#### Becoming and ceasing to be a member

#### 28. Membership

- 28.1 Membership shall be open to persons, companies, organisations and public sector bodies that meet the qualifying criteria as determined by the Executive and from time to time approved by the Board of Directors. They are normally organisations or bodies that are at risk of fraud and are able to share their customer data and / or their internal fraud data with others, and / or who are able to benefit from the products and / or services provided by the Company and which meet the objects of the Company as set out in Article 3.1;
- 28.2 Members may access any and all Company databases provided by the Company in accordance with the subscription paid. Any additional fees or charges payable to the Company for additional products, product features, or services provided by the Company beyond those provided as part of the subscription will be notified to Members in advance.
- 28.3 The Executive has discretion on whether an applicant is or is not accepted into membership. Any applicant that is refused membership may appeal in writing to the Board of Directors within 28 days of receiving written notice of that decision from Cifas requesting a review of any such decision. The board will convene an appeal meeting no later than one month after receipt of a valid appeal and the result of that appeal meeting will be communicated in writing to the member within fourteen days of the appeal meeting.

#### 29. Subscription

- 29.1 Every member shall pay such fees (the “**Subscription**”) and any additional fees or charges payable to the Company as may be determined by the Board of Directors from time to time for additional products, product features or services utilised by the member.
- 29.2 The Executive may, in its absolute discretion, reduce, suspend or waive the amount of any admission fee or annual subscription fee or additional fees and charges payable by any member and may permit payment by instalments and / or agree multi-year fee deals with members.
- 29.3 On termination of a member’s membership in accordance with Article 30, that member must pay any unpaid Subscription and other outstanding fees and charges to the Company.
- 29.4 Membership is not transferable unless by court or regulatory order.

#### 30. Censure and suspension and termination of membership

- 30.1 The Executive may, in its discretion and subject to the relevant Company policy, censure, suspend or terminate a membership by providing written confirmation to the member.
- 30.2 Any member who ceases to be a member in accordance with this article shall remain liable for all subscription fees and other sums due from the member up to and including the date when they cease to be a member.

- 30.3 Any member who has their suspension or termination of membership overturned by the Board on appeal will not be charged their subscription fee for the period of their suspension.
- 30.4 A notice issued in accordance with Article 30.1 must be in writing and must be served on the relevant member in accordance with Article 50.
- 30.5 The suspension or termination of the relevant member's membership or membership rights will be effective from the date of service of a notice issued in accordance with Articles 30.1 and 30.4.

### **Organisation of general meetings**

#### **31. General meetings**

- 31.1 The Company shall hold in each calendar year a general meeting as its annual general meeting in addition to any other general meetings in that year, and shall specify the meeting as such in any notices calling it.
- 31.2 A general meeting may be called by short notice if it is so agreed:-
- (a) in the case of an annual general meeting, by all the members; and
  - (b) in the case of any other general meeting by a majority of the members, being a majority together holding (subject to the provisions of any special resolution of the Company for the time being in force) not less than ninety percent of the total voting rights at a meeting of all members.
- 31.3 The notice shall specify the time and place of the meeting and, in the case of an annual general meeting, shall specify the meeting as such.
- 31.4 Notice of a general meeting shall be given to all the members, the Directors and the Company's auditors.
- 31.5 If the Board of Directors in its absolute discretion considers that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time or place specified in the notice calling the meeting, it may change the place of or postpone the general meeting or do both of these things by giving notice of such postponement not less than three clear days before the date previously specified for that meeting. The provisions of this Article shall also apply in respect of any re-arranged meeting.

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

- 32.1 All members with the exception of those whose membership is suspended on the date of a general meeting have the right to speak and vote at a general meeting.
- 32.2 Each member shall have one vote if present, whether in person or by proxy.
- 32.3 A member is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 32.4 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.

**33. Quorum for general meetings**

- 33.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 33.2 The quorum for general meetings may be fixed from time to time by a decision of the Board of Directors and, unless otherwise fixed three members present in person or by their corporate representatives or by proxy shall be a quorum.

**34. Chairing general meetings**

- 34.1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 34.2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the Directors present; or
  - (b) (if no Directors are present), the meeting

must appoint a Director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

- 34.3 The person chairing a meeting in accordance with this Article is referred to as “the chairman of the meeting”.

**35. Attendance and speaking by Directors and non-members**

- 35.1 Directors may attend and speak at general meetings, whether or not they are members.
- 35.2 The chairman of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

**36. Adjournment**

- 36.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 36.2 The chairman 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 chairman 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.
- 36.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 36.4 When adjourning a general meeting, the chairman of the meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 36.5 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 (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
  - (b) containing the same information which such notice is required to contain.
- 36.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

#### **Voting at general meetings**

##### **37. Voting: general**

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.

##### **38. Errors and disputes**

- 38.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to be tendered, and every vote not disallowed at the meeting is valid.
- 38.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

##### **39. Poll votes**

- 39.1 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 39.2 A poll may be demanded by:
- (a) the chairman 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.

- 39.3 A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken; and
  - (b) the chairman of the meeting consents to the withdrawal.
- 39.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

**40. Appointment of proxies**

- 40.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:
- (a) states the name and address of the member appointing the proxy;
  - (b) identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - (d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 40.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 40.3 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.
- 40.4 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

**41. Delivery of proxy notices**

- 41.1 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.
- 41.2 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.
- 41.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

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

**42. Amendments to resolutions**

42.1 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 chairman of the meeting may determine); and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

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

- (a) the chairman 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.

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

**Part 5**

**Administrative Arrangements**

**43. Means of communication to be used**

- 43.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 43.2 Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has requested to be sent or supplied with such notices or documents (provided that the Director has not withdrawn such request before any relevant notice or document has been so sent or supplied).
- 43.3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

**44. Company seals**

- 44.1 Any common seal may only be used by the authority of the Directors.
- 44.2 The Directors may decide by what means and in what form any common seal is to be used.
- 44.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 44.4 For the purposes of this Article, an authorised person is:
- (a) any Director of the Company;
  - (b) the Company's secretary ; or
  - (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

**45. No right to inspect accounts and other records**

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

### Directors' indemnity and insurance

#### 46. Indemnity

46.1 Subject to paragraph 46.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

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

46.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

46.3 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant Director" means any Director or former Director of the Company or an associated company.

#### 47. Insurance

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

47.2 In this Article:

- (a) a "relevant Director" means any Director or former Director of the Company or an associated company;
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

#### 48. Rules, Bye-laws and Codes of Conduct

48.1 The Directors may from time to time make or adopt such Rules, Bye-laws or Codes of Conduct as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and of the business of the Company.

48.2 The Directors shall have power from time to time to make, alter or repeal the Rules, Bye-laws or Code of Conduct and to make additions thereto as they deem fit. The Directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such Rules, Bye-laws or Code of Conduct, which so long as they shall be in force shall be binding on all members of the Company PROVIDED HOWEVER that in the event of any conflict between any Rule, Bye-law or Code of Conduct and these Articles, these Articles shall prevail.

48.3 The Directors shall be duty-bound to ensure that members of the Company comply with the Rules, Bye-laws and Code of Conduct of the Company from time to time in force.

**49. Change of Company name**

For the purposes of Section 79 of the Act, the name of the Company may be changed by a decision of the Board of Directors or by an ordinary resolution of the members (but without prejudice to the right of the members to change the name of the Company by special resolution).

**50. Notices**

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

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

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

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

50.4 Subject to any requirement of the Act and provided that the Company has complied with all applicable legal requirements, the Company may send documents or notices to its members by means of a website and any such documents or notices will be validly sent provided that:

- (a) the member has expressly agreed (generally or specifically) that documents or notices may be sent by means of a website to him or he has been asked (individually) to agree

that documents and notices can be sent by means of a website and the Company has received no response to that request within 28 days from the date on which the request was sent; and

- (b) the documents are documents to which the agreement or request for agreement applies; and
- (c) the member is notified of the presence of the documents on the website, the address of the website, the place on the website where the documents may be accessed and how they may be accessed.

50.5 Documents must be available on the website for a period of not less than 28 days from the date of notification unless the Act makes provision for any other time period.

50.6 If the documents are published on the website for a part only of the period of time referred to in Article 50.5, they will be treated as being published throughout the period if the failure to publish throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.