

Open Knowledge Foundation

Articles of Association

Adopted by a special resolution dated 17th July 2019

Company Number 5133759

The Companies Act 2006
Private Company Limited by Guarantee
Articles of Association
Adopted by a special resolution dated 17th July 2019
of
Open Knowledge Foundation (the “Company”)

1. Name

1.1 The name of the Company is Open Knowledge Foundation

2. Registered office

2.1 The registered office of the Company is in England and Wales

3. Objects

3.1 The objects of the company are to be global leaders for the openness of all forms of knowledge to secure:

3.1.1 A fair, free and open future,

3.1.2 An open world, where all non-personal information is open, free for everyone to use, build on and share; and creators and innovators are fairly recognised and rewarded.

4. Powers

4.1 The Company shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely: -

4.1.1 to hold seminars, conferences, lectures, tours and courses,

4.1.2 to promote or carry out research and to disseminate such research,

4.1.3 to provide advice,

4.1.4 to advocate and campaign for an open world,

4.1.5 to provide leadership training,

4.1.6 to convene globally,

4.1.7 to publish or distribute information in any form,

- 4.1.8 to advertise the Company and undertake any other marketing or fundraising strategies that may seem appropriate,
- 4.1.9 Subject to Art 15/16, to employ or otherwise engage such officers or staff as may be thought fit and to pay reasonable remuneration to such staff and any technical and professional advisers,
- 4.1.10 to issue appeals, hold public meetings, enter into arrangements and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise,
- 4.1.11 to make any donation either in cash or assets for the furtherance of the objects of the Company,
- 4.1.12 to cooperate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies,
- 4.1.13 to support, administer or set up charities and to act as trustee of any charitable funds, endowments or trusts,
- 4.1.14 to affiliate with and where appropriate merge with any not for profit or charity having similar objects to the Objects,
- 4.1.15 to raise funds,
- 4.1.16 to borrow money, including entering into any derivative arrangement relating to that borrowing provided that the derivative arrangement is an integral part of managing the Company's debt and not a speculative venture,
- 4.1.17 to give security for loans, grants and other obligations over the assets of the Company,
- 4.1.18 to acquire, rent or hire property of any kind,
- 4.1.19 to sell, let, license, mortgage or dispose of property of any kind,
- 4.1.20 to make grants, awards, prizes or donations,
- 4.1.21 to set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a written policy on reserves,
- 4.1.22 to deposit or invest funds in accordance with the objects of the company,
- 4.1.23 to arrange for the investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors or of any person to whom the management of investments is delegated and to pay any reasonable fee required,
- 4.1.24 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required,

- 4.1.25 to the extent permitted by the Act to take out indemnity insurance to insure the Directors against the costs of a successful defence to criminal proceedings brought against them as Directors or against personal liability incurred in respect of any act or omission which is or is alleged to be in breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,
- 4.1.26 to enter into contracts to provide services to or on behalf of other bodies,
- 4.1.27 to establish, support or acquire subsidiary companies,
- 4.1.28 to open and operate bank accounts and banking facilities,
- 4.1.29 to solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms,
- 4.1.30 to enter into any licence or sponsorship agreement,
- 4.1.31 to enter into any contract or agreement (including any finance lease),
- 4.1.32 to carry on any trade in so far as the trade is,
 - (a) exercised in the course of the actual carrying out of the Objects of the Company, or
 - (b) ancillary to the carrying out of the Objects, or
 - (c) not taxable trading
 - (d) otherwise within the terms of these Articles.

5. **Limited liability**

- 5.1 The liability of the Members is limited to £1, being the amount each Member undertakes to contribute to the Company's assets if the Company shall be wound up while he, she or it is a Member, or within one year after he she or it ceases to be a Member, for payment of the Company's debts and liabilities contracted before he, she or it ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of contributories among themselves.

6. **Membership**

- 6.1 Each member of the Company shall be known as a Member. The subscribers to the Memorandum of Association of the Company and all persons that are appointed as Directors of the Company in accordance with these presents shall become Members of the Company. Membership of the Company, other than the initial subscribers, shall consist of only the Directors of the Company. A person shall not be admitted as a Member of the Company unless permitted by these presents.
- 6.2 Membership is not transferable

6.3 The Company must maintain a register of Members and any person ceasing to be a Member shall be removed from the register.

6.4 The Members of the Company shall be:

6.4.1 the Members of the Company on the date of adoption of these Articles; and

6.4.2 such other individual or organisation as applies to the Company using an application process approved by the Directors and which is approved by the Directors in their absolute discretion.

6.5 Membership is and will be terminated if the Member concerned:

6.5.1 gives written notice of resignation to the Company, or

6.5.2 dies or, if it is an organisation, ceases to exist, or

6.5.3 makes an arrangement or composition with his or her creditors, or

6.5.4 is removed from Membership by a resolution of the Directors that it is in the best interests of the Company that the Membership is terminated.

6.6 The Directors may admit such persons as they see fit as associate members in accordance with any criteria or rules set out by the Directors from time to time, provided that associate members shall not be Members of the Company for the purposes of the Act and accordingly such associate membership shall not bestow upon any associate member the right to attend or vote on any matter at any general meeting of the Company or any other right under these Articles.

7. **General meetings**

7.1 Members are entitled to attend general meetings either personally or by proxy.

7.2 General meetings of the Company may be called on at least 14 clear days' written notice given by the Directors and in an emergency at the discretion of the Chair and Vice Chair.

7.3 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted. It shall also include a statement pursuant to the Act setting out the right of Members to appoint proxies.

7.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

7.5 Any person other than an individual which is a Member may by resolution of its Directors, trustees or other governing body authorise such persons as it thinks fit to act as its authorised representative at any general meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the person which he represents as that person would exercise if it were an individual Member

7.6 Quorum

7.6.1 No business shall be transacted at any general meeting unless a quorum is present. The meaning of present for the purposes of a quorum will be consistent with Clause 10.5 confirming that presence can be achieved by suitable electronic means in addition to actual physical presence. There is a quorum at a general meeting if two of the Members entitled to attend and vote at that meeting are present in person or through their authorised representatives or by proxy

7.6.2 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present or a quorum ceases to be present, the meeting will be adjourned to such other day and at such time as the Board may determine. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the Members present in person or through their authorised representatives or by proxy shall be a quorum

7.7 Chair

7.7.1 The Chair, Vice Chair or some other Director elected by those present shall preside as chair at a general meeting.

7.7.2 The Chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the Chair shall determine

7.8 Voting

7.8.1 A resolution put to the vote of a meeting will be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by

- (a) the Chair,
- (b) at least five Members entitled to vote on the resolution present in person or by proxy, or
- (c) a Member or Members representing at least ten percent of the total voting rights of all of the Members entitled to vote on the resolution present in person or by proxy

7.8.2 Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried unanimously or by a particular majority or lost or not earned by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution

7.8.3 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made

7.8.4 A poll shall be taken as the Chair directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

- 7.8.5 A poll demanded on the election of a Chair or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either forthwith or at such time and place as the Chair directs not being more than 30 days after the poll is demanded. The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting will continue as if the demand had never been made.
- 7.8.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 7.8.7 On a show of hands or a poll every Member present in person or through its authorised representative or by proxy shall have one vote.
- 7.8.8 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.
- 7.9 **Proxies**
- 7.9.1 A Member is entitled to appoint another person as a proxy to exercise all or any of the Member's rights to attend and to speak and vote at a general meeting of the Company.
- 7.9.2 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 not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and any instructions contained in the notice of the general meeting to which they relate. If necessary, a shorter notice period may be accepted by a majority agreement of those present.
- 7.9.3 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 7.9.4 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.
- 7.9.5 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 to the meeting itself
- 7.9.6 A person who is entitled to speak, attend 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
- 7.9.7 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
- 7.9.8 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
- 7.9.9 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.

8. **Written resolutions**

- 8.1 Subject to article 8.4, a written resolution of the Members passed in accordance with this article 8 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
- 8.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members; or
 - 8.1.2 as a special resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 8.2 Where a resolution is proposed as a written resolution of the Company, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 8.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a special resolution shall be passed as an ordinary resolution.
- 8.4 A Members' resolution under the Act removing a Director or an auditor before the expiration of his term of office may not be passed as a written resolution.
- 8.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 8.6 A Member signifies their agreement to a proposed written resolution when the Company receives from them (or from someone acting on their behalf) an authenticated document

identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:

- 8.6.1 if the document is sent to the Company in hard copy form, it is authenticated if it bears the signature of the person sending it; or
- 8.6.2 if the document is sent to the Company in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Company or, where no such manner has been specified by the Company, if it is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
- 8.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it. In the case of a Member that is an organisation, its authorised representative may signify its agreement.
- 8.8 A proposed written resolution shall lapse if it is not passed within [28] days beginning with the Circulation Date.
- 8.9 Communications in relation to written resolutions shall be sent to the Company's auditors in accordance with the Act.
- 8.10 The Members may require the Company to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

9. **Directors**

- 9.1 Subject to the provisions of the Act, the Articles and any special resolution, the Directors shall be responsible for the management of the Company's business and may exercise all the powers of the Company for that purpose.
- 9.2 No alteration of the Articles or any special resolution shall invalidate or nullify any prior act of the Directors.
- 9.3 A meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors.
- 9.4 The Board shall be composed of no fewer than three Directors. There will be a maximum of nine directors. The members may by ordinary resolution from time to time increase or reduce the number of Directors.
- 9.5 From the adoption of these Articles, the existing Directors shall continue to hold office on their existing terms.
- 9.6 Directors shall be appointed to the Board by resolution of the Board or by a resolution of the Members. The Directors may from time to time at their discretion determine any criteria for appointment as a Director as long as this criteria has been unanimously decided by the Board..

- 9.7 Subject to the Act, a technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting of the Board
- 9.8 Every Director shall sign a written consent to become a Director
- 9.9 The normal term of office for Directors shall be three years and each Director shall retire on the third anniversary of his or her appointment or re-election. A Director so retiring shall be eligible for re-election by the Directors for one further term of three years
- 9.10 After a Director has served six years in office, he or she shall be eligible for appointment or re-election only after a year has elapsed since he or she retired as Director, unless the Board considers it would be in the best interests of the Company for a Director to be eligible for re-election on his or her retirement for such period as the Directors shall resolve
- 9.11 Every Director will hold office until he or she vacates office in accordance with clause 9.12
- 9.12 A Director shall cease to hold office if
- 9.12.1 they cease to be a Director by virtue of any provision in the Act or are prohibited by law from being a Director;
- 9.12.2 a registered medical practitioner who is treating that person gives a written opinion to the Directors stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months; any declaration of mental incapacity will be subject to a review by an independent qualified medical professional;
- 9.12.3 he or she is absent from two consecutive meetings of the Board without the consent of the Directors and the Directors resolve that his or her office is vacated,
- 9.12.4 he or she is removed as a Director by the Members pursuant to the Act,
- 9.12.5 he or she resigns by written notice to the Directors,
- 9.12.6 he or she becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the court for an interim order in respect of a voluntary arrangement,
- 9.12.7 is convicted of an offence and the Directors shall resolve that it is undesirable in the interests of the Company that he or she remains a Director of the Company,
- 9.12.8 he or she is removed by unanimous resolution of all serving directors.
10. **Proceedings of the Board**
- 10.1 The Directors must hold at least four meetings of the Board each year.
- 10.2 Any Director may call a meeting of the Board by giving notice of the meeting to the Directors or by authorising the Secretary (if any) to give such notice provided that
- 10.2.1 the notice must specify:

- (a) the time, date and place of the meeting;
 - (b) the general particulars of the business to be considered at the meeting; and
 - (c) if it is anticipated that the 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;
- 10.2.2 such notice must be given to each Director, but need not be in writing, and
- 10.2.3 such notice need not be given to Directors who waive their entitlement to notice of that meeting by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held (and where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it)
- 10.3 The quorum necessary at a meeting of the Board shall be determined by the Board and unless and until otherwise determined shall be two
- 10.4 If the total number of Directors for the time being is less than the minimum number required by Article 10.3 or the quorum required, the Directors must not take any decision other than a decision to
- a) appoint further Directors
 - b) call a general meeting to enable the Members to appoint further Directors or appoint an administrator, administrative or other receiver or a licensed insolvency practitioner in any other role relating to the Company recognised by the relevant insolvency, company or property as from time to time in force, provided that in all other respects, the provisions of these Articles in relation to the calling of meetings of the Board shall be complied with
- 10.5 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Directors in which all Directors participating in the meeting may communicate with all the other participants. 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
- 10.6 The Chair, Vice-Chair or (if the Chair/ Vice-Chair is unable or unwilling to do so) some other Director chosen by the Directors present will preside as chair at each meeting
- 10.7 Every decision of the Directors shall be by a simple majority of the votes cast at a meeting
- 10.8 Every Director has one vote on each issue except for the Chair of the meeting, who in the event of an equality of votes has a second or casting vote (unless the Chair of the meeting is in accordance with these Articles not to be counted as participating in the decision-making process for quorum or voting purposes)

10.9 A procedural defect of which the Directors are unaware at the time need not invalidate, subject to majority agreement, decisions taken at a meeting

10.10 Routine business of the Board shall mean and include:- considering and adopting the balance sheet and income and expenditure account, appointing auditors or independent examiners as appropriate and appointing Directors in the place of those retiring.

11. **Unanimous decisions by Directors**

11.1 The Directors may take a unanimous decision without holding a Directors' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter.

11.2 Such decisions may, but need not, take the form of a resolution in writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in writing.

11.3 A decision made in accordance with this Article shall be as valid and effectual as if it has been passed at a meeting of the Directors duly convened and held.

11.4 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.

12. **Powers of Directors**

12.1 The Directors have the following powers in the administration of the Company

12.1.1 at their absolute discretion, to appoint (and remove) any person or corporate entity (who may also be a Director) to act as Secretary to the Company in accordance with the Act,

12.1.2 to appoint a Chair and Vice Chair from among their number,

12.1.3 to appoint a treasurer, patron and other honorary offices,

12.1.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings,

12.1.5 to make rules consistent with these Articles and the Act to govern proceedings at meetings of the Board and of committees,

12.1.6 to make regulations consistent with these Articles and the Act to govern the administration of the Company, and

12.1.7 to exercise any powers of the Company which are not reserved to a general meeting

12.2 The Board of Directors may by a simple majority resolution change the name of the Company

12.3 The Board of Directors has the power to amend these Articles by Special Resolution.

13. Delegation

13.1 Subject to these Articles, the Board may delegate any of the powers conferred on it by these Articles to such person, by such means, to such an extent, in relation to such matters and on such terms of reference as the Directors think fit and, if the Board so specifies, any such delegation may authorise future delegation of the Directors' powers by any person to whom they are delegated

13.2 The Board may also delegate to any committee consisting of two or more individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a resolution of the committee shall not be effective unless a majority of those present when it is passed are Directors or it is ratified by the Board) provided that

13.2.1 All proceedings of every committee must be reported promptly to the Directors, and

13.2.2 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying)

13.3 The Board may at any time revoke any delegation in whole or part or alter its terms

14. Advisory board

14.1 The Board may establish an advisory board comprising individuals who, in the opinion of the Board, have relevant experience in dealing with issues affecting the Company. An advisory board shall have none of the rights or powers exercisable by a committee of the Board other than a power to advise the Board on any matters which have been referred to it by the Board. The members of the advisory board shall not, unless they are also Directors, have the duties and responsibilities of company Directors. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any advisory boards shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

15. Application of Income and Property

15.1 The income and property of the Company must only be applied to promote the Objects.

15.1.1 Except as provided below, no part of that income or property may be paid, transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member. This shall not prevent the following:

- (a) a Member who is not also a Director may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied,
- (b) a Member (including a Member who is also a Director) may be paid interest at a reasonable rate on money lent to the Company,

- (c) a Member (including a Member who is also a Director) may be paid a reasonable rent or hiring fee for property let or hired to the Company,
- (d) [a Member (including a Member who is also a Director) may receive any Benefit in their capacity as a beneficiary of the Company,]and
- (e) another [charity] of which a Member (including a Member who is also a Director) is a [charity trustee] or member may receive any Benefit which is in furtherance of the Objects and does not confer any Benefit on the Member

15.1.2 In this Article, references to a Member or Director include references to any person who is Connected to that Member or Director

16. **Benefits to Directors**

16.1 The income and property of the Company must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Director except

16.1.1 reasonable and proper premiums in respect of indemnity insurance provided in accordance with the Act and these Articles,

16.1.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Company,

16.1.3 an indemnity in accordance with these Articles,

16.1.4 payment to any company in which a Director has no more than a 2% shareholding,

16.1.5 interest at a reasonable rate on money lent to the Company,

16.1.6 a reasonable rent or hiring fee for property let or hired to the Company,

16.1.7 in respect of the provision of goods or services in accordance with Article 16 3,

16.1.8 provided that the Directors must comply with the provisions of Articles 17 and 18 (declaration of Interests and Conflicts of Interest) in relation to any benefit provided by the Company to any Director pursuant to this Article

16.2 For the avoidance of doubt, nothing in this Article 16 shall prevent the Company, in furtherance of the Objects, from conferring a Benefit on another charity or not for profit of which a Director is a charity trustee or member, provided that it does not confer any Benefit on that Director

16.3 Any Director may enter into a written contract with the Company to supply goods or services to the Company in return for a Benefit but only if

16.3.1 the goods or services are actually required by the Company,

- 16.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied,
- 16.3.3 the Director has declared his or her Interest in accordance with Article 17 and the Directors have complied with the procedure in Article 18.3,
- 16.3.4 no more than half of the Directors are subject to or affected by such a contract in any financial year (and this provision will apply to a Director if this Article 18.3 applies to a person who is Connected to that Director), as defined in Section 25,
- 16.3.5 the services supplied are not services supplied by the Director in his / her capacity as a Director, and
- 16.3.6 the services supplied are not services supplied by the Director under a contract of employment, provided that the Directors must comply with the provisions of Articles 17 and 18 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Company to any Director pursuant to this Article
- 16.4 A Director or Member shall not receive a Benefit from any Subsidiary Company except in accordance with Article 15 for a Member or Article 16.1 for a Director (all of which apply as if references to the Company were references to the Subsidiary Company and references to the Articles were to the articles of association of the Subsidiary Company). In this Article, references to a Member or Director include references to any person who is Connected to that Member or Director as defined in Section 25.

17. **Declaration of Interests**

- 17.1 Every Director has a duty to declare to the Directors the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Company or any situation or matter in relation to the Company that is, or possibly may be, a Conflict of Interest
- 17.2 In the case of any proposed transaction or arrangement with the Company in which a Director (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Directors before the Company enters into the transaction or arrangement
- 17.3 In the case of any existing transaction or arrangement that has been entered into by the Company or any situation or matter in relation to the Company in which a Director (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Directors as soon as is reasonably practicable
- 17.4 Any declaration must be made in accordance with the provisions of the Act
 - 17.4.1 at a meeting of the Board, or
 - 17.4.2 by notice in writing to the Directors, or
 - 17.4.3 by general notice to the Directors

- 17.5 A Director is not required to declare an Interest
- 17.5.1 where the Director is not aware of the Interest (but the Director is treated as being aware of matters of which he ought reasonably to be aware), or
- 17.5.2 where the Director is not aware of the transaction or arrangement or situation or matter (but the Director is treated as being aware of matters of which he ought reasonably to be aware), or
- 17.5.3 if, or to the extent that, the other Directors are already aware of the Interest (or ought reasonably to be aware of the Interest)
- 17.6 The Company may maintain a register of all of the Interests declared by the Directors in accordance with this Article The Directors may prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.

18. Conflicts of Interest

- 18.1 The Directors may authorise a transaction or arrangement or situation or matter in which a Director (or any person Connected to that Director) has, or may have, a Conflict of Interest provided that
- 18.1.1 the Conflict of Interest will not confer a benefit on the Director or any Connected Person at the expense of the Company to an extent greater than that permitted by Article 16 of these Articles,
- 18.1.2 the Directors act in what they consider to be the best interests of the Company, and
- 18.1.3 the Directors comply with the procedures set out in this Article 18
- 18.2 Whenever the Directors must decide whether to give the authorisation in accordance with Article 18.1 the Director concerned must
- 18.2.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins),
- 18.2.2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information,
- 18.2.3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed,
- 18.2.4 withdraw during the vote and have no vote on the authorisation for that part of the meeting, and
- 18.2.5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Directors)
- 18.3 The Directors may also exclude the relevant Director from the receipt of information in relation to the relevant transaction, arrangement, situation or matter

- 18.4 In giving any authorisation in accordance with Article 18.1 in relation to any transaction or arrangement or situation or matter in which a Director (or any person Connected to that Director) has, or may have, a Conflict of Interest and which will or may confer a Benefit on that Director (or Connected Person), the Directors must provide that the Director concerned will
- 18.4.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed (or, at the latest, before such discussion begins),
- 18.4.2 withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information,
- 18.4.3 not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed,
- 18.4.4 withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting, and
- 18.4.5 not sign any written resolution in relation to the relevant transaction or arrangement or situation or matter (except where required to do so to confirm a resolution of the other Directors)
- 18.5 In giving the authorisation under Article 18.1 in relation to a transaction or arrangement or situation or matter in which a Director (or any person Connected to a Director) has, or may have, a Conflict of Interest which will not confer a Benefit on that Director (or Connected Person), the Directors may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Directors must consider
- 18.5.1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest,
- 18.5.2 whether or not the Director should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information,
- 18.5.3 whether or not the Director should be excluded from the receipt of information in relation to the relevant transaction, arrangement, situation or matter,
- 18.5.4 whether or not the Director should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed, and
- 18.5.5 whether or not the Director should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting.
19. **Records and accounts**

- 19.1 The Directors must comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of
 - 19.1.1 annual reports,
 - 19.1.2 annual returns, and
 - 19.1.3 annual statements of account
- 19.2 The Directors must keep proper records of
 - 19.2.1 all proceedings at general meetings,
 - 19.2.2 all proceedings at meetings of the Board (including a record of all unanimous or majority decisions taken by the Board for at least ten years from the date of the decision recorded),
 - 19.2.3 all reports of committees, and
 - 19.2.4 all professional advice obtained
- 19.3 Accounting records relating to the Company must be made available for inspection by any Director at any reasonable time during normal office hours
- 19.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months of such request.

20. **Notices**

- 20.1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Directors by hand, or by post or by suitable electronic means
- 20.2 A technical defect in the giving of notice of a meeting of which the Directors are unaware at the time need not invalidate subject to agreement or decisions taken at that meeting
- 20.3 The Company may deliver a notice or other document to a Member by
 - 20.3.1 delivering it personally to the Member,
 - 20.3.2 post or hand delivery to the Member's address shown in the register of Members,
 - 20.3.3 electronic mail to an address notified by the Member in writing, or
 - 20.3.4 by means of a website in accordance with Articles 20.4 and 20.5
- 20.4 Notices, resolutions, documents or information may be sent or supplied to Members by means of a website provided that a Member has consented to receive notices, resolutions, documents or information in that way A Member will be deemed to have agreed to receive notices, resolutions, documents and information in this way where they have been asked individually by the Company to agree to receive notices, resolutions, documents and information through a website and the Company has not received a response within the

period of 28 days beginning with the date on which the Company's request was sent A Member is not taken to have so agreed if the Company's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made

20.5 Where any notice, resolution, document or other information is to be sent or supplied by means of a website, a Member shall be notified in accordance with Articles 20.3.1, 20.3.2 or 20.3.3 of

20.5.1 its presence on the website,

20.5.2 the address of the website,

20.5.3 the place on the website where it may be accessed, and

20.5.4 how to access it

20.6 Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member when the notice, resolution, document or other information is first made available on the website or, if later, when the Member is deemed to have received the notification given under Article 20.5 in accordance with the relevant provisions of 20.7

20.7 Subject to Article 20.6, any notice, resolution, document or other information sent or supplied to Members in accordance with these Articles is to be treated for all purposes as having been received

20.7.1 24 hours after being sent by electronic means or delivered by hand to the relevant address,

20.7.2 two clear days after being sent by first class post to that address,

20.7.3 three clear days after being sent by second class or overseas post to that address,

20.7.4 on being handed to the Member (or, in the case of a member organisation, its authorised representative) personally, or, if earlier

20.7.5 as soon as the Member acknowledges actual receipt.

21. **Indemnity**

21.1 The Company may indemnify any Director against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

22. **Winding up and Dissolution**

22.1 On the winding up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remain (the **Company's remaining assets**) shall not be paid or distributed to the Members (except to a Member that is itself a charity and qualifies to benefit under this Article) but shall be applied or transferred:

- 22.1.1 directly for one or more of the Objects;
- 22.1.2 to any charity or charities for purposes similar to the Objects; or
- 22.1.3 to any charity or charities for particular purposes falling within the Objects.
- 22.2 The decision on who is to benefit from the Company's remaining assets, pursuant to article **22.1**, may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Directors at or before the time of winding up or dissolution.
- 23. In the event that no resolution is passed by the Members or by the Directors in accordance with this Article, the Company's remaining assets shall be applied for charitable purposes as directed by the court or the Charity Commission of England and Wales.
- 24. **Model articles**
- 24.1 The model articles for private companies limited by guarantee contained in schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Company.
- 25. **Interpretation**
- 25.1 In these Articles

The Act means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force

These Articles means these articles of association

Authorised representative means an individual who is authorised in writing by a member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary

Board means the Board of Directors of the Company

Chair means the Chair of the Board appointed in accordance with Article 10 1 2

Charitable means charitable in accordance with the laws of England and Wales provided that it will not include any purpose which is not charitable in accordance with section 7 of the Companies and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008

Circulation Date in relation to a written resolution, has the meaning given to it in the Act;

Charity trustee has the meaning prescribed by section 177 of the Companies Act 2011

Clear day means in relation to a period of notice means a period of days, not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect

Conflict of Interest means any Interest of a Director (or any person Connected to a Director) that conflicts, or may conflict, with the interests of the Company and includes a conflict of interest and duty and a conflict of duties

Connected Person means any person falling within one of the following categories

- (a) any spouse or civil partner of a Director or a Member,
- (b) any parent, child, brother, sister, grandparent or grandchild of a Director or Member who is financially dependent on such Director or Member or on whom the Director or Member is financially dependent,
- (c) the spouse or civil partner of any person in (b),
- (d) any other person in a relationship with a Director or Member which may reasonably be regarded as equivalent to that of a spouse or civil partner, or
- (e) any company, LLP or partnership of which a Director or Member is a paid director, member, partner or employee space holder of more than 1% of the share capital or capital, and

any person who is a Connected Person in relation to any Director or Member is referred to in these Articles as **Connected** to that Director or Member

Director means each of the Directors of the Company under the Act (and **Directors** means all of the Directors)

Interest means any direct or indirect interest (and includes any interest a Director or any person Connected to a Director may have as a consequence of any duty he or she may owe to any other person) and where a Director (or any person Connected to a Director) has any such interest in any matter or situation or transaction or arrangement the Director is **Interested** in it

Member and **Membership** refer to the members of the Company for the purposes of, and as defined by the Act and their membership of the Company

Month means calendar month

Secretary means the Secretary of the Company or if no secretary has been appointed, the person to carry out the duties of the secretary of the Company

Subsidiary Company means any company in which the Company holds

- (a) more than 50% of the shares, or
- (b) more than 50% of the voting rights attached to the shares, or
- (c) the right to appoint one or more of the Directors

Taxable trading means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax

Written or in writing refers to a legible document on paper (including a fax message) or in electronic form (including an email)

Year means calendar year

1.2 Expressions defined in the Act have the same meaning

1.3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it