

**COMPANY NO: 8251671**

**Companies Act 2006**

**ARTICLES OF ASSOCIATION WESTMINSTER  
PROPERTY ASSOCIATION LIMITED (adopted on 5  
March 2020)**

**WPA**  
**Westminster Property Association**

These Articles of Association comprise the following Parts:

Part 1 Interpretation and Limitation of Liability Part

2 Objects

Part 3 Membership

Part 4 Board

Part 5 Executive Board and Honorary Officers

Part 6 Meetings

Part 7 Administrative Arrangements and Bye Laws

## **PART 1**

### **INTERPRETATION AND LIMITATION OF LIABILITY**

#### **1. Defined Terms**

1.1 In the articles, unless the context requires otherwise

"Accounts"	means the accounts for the Company prepared in accordance with the Act;
"Act"	means the Companies Act 2006
"Advisers"	any Member or prospective Member who is a professional adviser to any number of persons (other than exclusively to Excluded Persons) being or prospectively being entitled to any Relevant Property.
"Alliance Member"	means a person located outside of Westminster but within Central London who is not a Qualified Person who is invited by the Company to apply for membership of the Company in accordance with Article 9A
"Articles"	means the Company's articles of association;
"Board"	means together the Board Members or any duly held meeting of the Board;
"Board Members"	means members of the Board from time to time who are eligible under article 10 and appointed in accordance with article 11
"clear days"	has the meaning set out in article 18.3;
"Conflict"	has the meaning set out in article 13.1;
"Eligible Board Member"	has the meaning set out in article 13.1;
"Executive Board"	the Chair, the Vice Chair, the Deputy Vice Chair, the Treasurer and the Company Secretary;
"Executive Board Members"	the officers of the Company from time to time;
"Excluded Person"	means any councillor or employee of Westminster;
"General Meeting"	means any meeting of the Members (but not including meetings of the Board);
"Honorary Officer"	the holder of any of the honorary offices as specified in article 15.1;
"Interested Board Member"	has the meaning set out in article 13.3;
"Member"	means any member of the Company and "Membership" shall be construed accordingly;
"Objects"	the purpose and objects of the Company set out in Article 3;

"Ordinary Resolution"	has the meaning given in section 282 of the Act;
"Outgoing Chair"	has the meaning set out in article 15.3;
"participate"	in relation to a directors' meeting, has the meaning given in article 12.6;
"Planning Authorities"	has the meaning set out in article 3.1;
"Proxy Notice"	has the meaning given in article 17.4;
"Qualified Person"	means any person qualified to apply for membership in accordance with article 4.1;
"Relevant Property"	means any freehold or leasehold property, land with or without buildings or any interest therein whether legal or otherwise any part of which is situated in means the London Borough of the City of Westminster or such other area of London as the Company may agree by Ordinary Resolution from time to time;
"Representative"	means the individual representative of a Member who is not itself an individual appointed in accordance with article 6;
"Subscriptions"	means the subscriptions referred to in article 9;
"subsidiary"	has the meaning given in section 1159 of the Act;
"Town and Country Planning Acts"	has the meaning set out in article 3.1;
"Westminster"	has the meaning set out in article 3.1; 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 (where "electronic form" has the meaning given in section 1168 of the Act);

- 1.2 Words importing the singular number only shall include the plural number, and vice versa.
- 1.3 Words importing the masculine gender only shall include the feminine and neuter gender; and
- 1.4 Words importing persons shall include corporations.

## **2. Liability of Members**

- 2.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for
  - 2.1.1 payment of the Company's debts and liabilities incurred before they cease to be a Member;
  - 2.1.2 payment of the costs, charges and expenses of winding up; and
  - 2.1.3 adjustment of the rights of the contributories among themselves.

## PART 2

### OBJECTS

#### 3. Purpose of the Company

3.1 For the purposes of these articles

3.1.1 "**Planning Authorities**" means Westminster and any relevant committee thereof and any other person from time to time discharging any jurisdiction or advisory or other function in relation to Relevant Property:

(i) under the Town and Country Planning Acts or other legislation relating to the tenure, use, enjoyment and development of land; and/or

(ii) in relation to architectural, design and environmental matters or any other aspect of land including its use, enjoyment, tenure and development and also the provision of facilities thereto and the servicing thereof

3.1.2 "**Town and Country Planning Acts**" means the "Consolidating Acts" as defined in the Planning (Consequential Provisions) Act 1990 and any other legislation relating to town and country planning in force from time to time

3.1.3 "**Westminster**" means the London Borough of the City of Westminster;

3.2 The principal objects of the Company are to consider all aspects of planning and other matters in so far as they affect Relevant Property, and in relation thereto to act as a representative body for, and to protect and further the interests of, Persons entitled to any Relevant Property, and also the public (in particular those members thereof who live or work in Westminster) in relation to matters of planning and the environment, and to such ends:

3.2.1 to collect collate and disseminate views and information:

3.2.2 to promote goodwill and understanding between Members, the public and Westminster; and

3.2.3 to liaise with others including the Planning Authorities and generally to make such representations of the views of the Members and others as the Board shall in its absolute discretion decide.

3.3 The Company may do all such other things as shall in the opinion of the Board be conducive to promoting the objects set out in article 3.1.

## **PART 3**

### **MEMBERSHIP**

#### **4. Qualification for Membership**

- 4.1 Membership of the Company shall be open to any organisation or person (other than an Excluded Person) being or prospectively being entitled to any Relevant Property or any Adviser.
- 4.2 Membership is not transferable by any organisation or person.
- 4.3 The Company may in its absolute discretion establish classes of membership with different rights and obligations and introduce a maximum number of Members.

#### **5. Admission to Membership**

- 5.1 Any organisation or person (being a Qualified Person in accordance with Article 4.1) seeking admission to become a Member shall apply to the Company in such form as the Company may from time to time determine.
- 5.2 The application made under article 5.1 shall include agreement by the applicant that any communications they receive from the Company may be sent electronically and shall specify at least one email address for that purpose.
- 5.3 Each application made in accordance with article 5.1 will be considered by the Company as soon as is reasonably practicable after receipt of such application.
- 5.4 The decision whether or not to approve the application of a potential Member shall be made by the Company, which shall not be required to give reasons for its decision.
- 5.5 If the Company approves an application for Membership, subject to payment of the appropriate Subscription the applicant will become a Member with effect from such date as the Company may specify.

#### **6. Representation of Members**

- 6.1 A Member shall notify the Company in writing of a proposed individual of appropriate seniority in such organisation who will represent it at any General Meeting of the Company, or other relevant meeting, and may replace such person when they wish, in each case notice being given to the Company no later than 7 (seven) days before any General Meeting that such individual will attend and in each case subject to the approval of the Board in its absolute discretion.
- 6.2 An individual may not be a Representative of a Member whilst they are the Representative of another Member.

#### **7. Suspension and Termination of Membership**

- 7.1 Any Member who fails to pay its Subscription within 30 (thirty) days of the date on which it was due shall cease to have any rights or privileges of Membership until such time as the outstanding Subscription is paid, unless an exemption to this clause is permitted by the Company.
- 7.2 If a Subscription is not paid within three calendar months of the date it was due that person shall cease to be a Member with immediate effect, unless an exemption to this clause is permitted by the Company.

- 7.3 Membership is terminated if:
- 7.3.1 the organisation, ceases to exist;
  - 7.3.2 the Member resigns by giving 90 (ninety) days' written notice to the Company. Such resignation shall be effective from the end of the third full month after receipt of such notice by the Company;
  - 7.3.3 the Member is removed from Membership by a resolution of the Board that it is in the best interests of the Company that such organisation's Membership is terminated, which may be but it not limited to contravention of any Code of Conduct of the Company. A resolution to remove a person or organisation from Membership may only be passed if:
    - 7.3.3.1 the Member has been given at least 7 (seven) days' notice in writing of the meeting of the Board at which the resolution will be proposed and the reasons why it is to be proposed; and
    - 7.3.3.2 the Member, or its representative authorised in accordance with article 6.1 has been allowed to make reasonable representations in writing, or at the absolute discretion of the Board in person, to the meeting. The Member is entitled to communicate through its legal representatives. Once a decision to remove has been made by the Board it shall be final, with no right of appeal.
  - 7.3.4 the Company and the Member agree such termination without notice;
- 7.4 The Board shall have the ability to suspend the Membership of a Member pending the passing of a resolution under article 7.3.3 provided that at the time the suspension commences notice has been given in accordance with article 7.3.3.1.
- 7.5 Without prejudice to Article 7.3, where the Board considers that it is in the best interests of the Company that a named individual employed or engaged by a Member be excluded from the rights and benefits of Membership of the Company, it will give notice of the same to the relevant Member. Following receipt of such notice, the relevant Member will procure that the named individual does not attend any event or meeting hosted by the Company. Breach by the Member of this Article will be considered to be sufficient to justify the passing of a resolution under Article 7.3.3.

## **8. Consequences of Termination**

Where Membership is terminated during the course of a calendar year no refund of any part of that year's subscription shall be due or payable to the person whose Membership has been so terminated.

## **9. Subscriptions**

### **9A. Alliance Membership**

The Board in its absolute discretion may decide to invite one or more Alliance Members to apply for membership of the Company. Such Alliance Members will have all the same rights and obligations of the other Members of the Company.

- 9.1 Subscriptions shall be annual and shall be payable in advance on such date or dates as the Board may from time to time determine.
- 9.2 If a person becomes a Member during the course of a calendar year the Subscription shall be charged to the Member pro rata by quarter.

- 9.3 The Board shall from time to time determine the level of Subscriptions.
- 9.4 If the Company so decides, a Member which is itself a membership organisation or stakeholder may grant reciprocal membership or other benefits in lieu of its Subscription, provided that in the view of the Company the objects of that organisation make it appropriate, in the light of the Company's own objects.
- 9.5 If the Company deems it in its best interests, the Company may from time to time bestow Membership free of charge on any organization or individual, subject to the limitation that it be non-renewable and last until the end of the annual period in which it was first bestowed.

## **PART 4**

### **BOARD**

#### **10. Membership of the Board**

- 10.1 All Executive Board Members shall be directors or the Company Secretary of the Company and, save for the Company Secretary, to qualify as a Board Member such person must also be a Member (or, in the case of a corporate member, a Representative of a Member). For the avoidance of doubt, corporate members cannot participate as Board Members other than through their Representative.
- 10.2 Any Member shall be eligible to stand for appointment as a Board Member.
- 10.3 Any Member who wishes to stand for appointment as a Board Member (including those Board Members retiring by rotation) shall notify the Board of the same at least 21 (twenty one) days prior to the annual general meeting.
- 10.4 The maximum number of Board Members shall be 30 (thirty).

#### **11. Retirement Appointment and Removal of Board Members**

- 11.1 Board Members shall hold office for a fixed period of three years, which may be extended in the absolute discretion of the Executive Board. Where a Board Member was appointed prior to the adoption of these articles the three year period shall be calculated from the last date on which such Board Member was appointed or re-appointed to the Board.
- 11.2 Board Members shall be appointed by the existing Board Members in accordance with article 11.3.
- 11.3 The Board may from time to time and at any time appoint a Member as a Board Member to fill a casual vacancy arising by virtue of resignation or otherwise. Such an appointee shall hold office until the next annual general meeting but shall be eligible for re-election in order that such person may then remain a Board Member until the expiry of three years from the date they were first appointed.
- 11.4 Any Board Member who is due to retire but is eligible for re-appointment at any annual Membership of the Board shall terminate automatically if:
  - 11.4.1 the Board Member (or if they are a Representative the Member who appointed them) ceases to be a Member;
  - 11.4.2 the Board Member is absent without the permission of the Board from all their meetings held within a period of six consecutive months and the Board resolve that their office be vacated;
  - 11.4.3 the Board Member is prohibited by virtue of any provision of the Act from being a director by law (regardless of whether the relevant Board Member is an officer of the Company);
  - 11.4.4 the Board Member resigns by notice to the Company (but only if at least three Board Members would remain in office when the notice of resignation is to take effect); or
  - 11.4.5 if the Board Member is, in the written opinion, given to the Company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Board Member and may remain so for more than three months.

## **12. Proceedings of the Board**

- 12.1 The policy making and planning functions of the Company shall be advised upon by the Board which may exercise all such powers of the Company and the Executive Board subject to the Act and these articles.
- 12.2 The Board may delegate (and revoke) any of its advisory powers to the Honorary Officers (or any of them) or to standing committees, and may set up ad hoc committees for the purpose of considering and advising upon specific matters in each case consisting of such Board Members or Members as it thinks fit with the scope of activities of each such committee being determined by the chair of each committee subject to the approval of the Board
- 12.3 The Board may regulate their proceedings as they think fit, subject to the provisions of the articles.
- 12.4 Any Board Member may call a meeting of the Board on giving reasonable notice of the same to each member of the Board.
- 12.5 Questions arising at a meeting of the Board shall be decided by a majority of votes. In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.
- 12.6 No decision may be made by a meeting of the Board unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the Board in which a participant or participants may communicate with all the other participants.
- 12.7 The quorum for a Board meeting shall be three Board Members of whom at least one shall be the Chair, Vice Chair or the Deputy Vice Chair.
- 12.8 If the total number of Board Members for the time being is less than the quorum required, the Board Members must not take any decision other than a decision:
  - 12.9.1 to appoint further Board Members; or
  - 12.9.2 to call a general meeting so as to enable the Members to appoint further Board Members.
- 12.9 The most senior present of the Chair, the Vice Chair and the Deputy Vice Chair shall chair Board meetings.
- 12.10 If the numbers of votes for and against a proposal before the Board are equal, the Chair (or other Board Member chairing the meeting) has a casting vote but this does not apply if, in accordance with the Articles, the Chair (or other Board Member) is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 12.11 The Board may make regulations from time to time regulating the proceedings of Board meetings and committee meetings.
- 12.12 The accidental omission to give notice of a meeting of the Board to one or more Board Members shall not invalidate the proceedings thereat.
- 12.13 Subject to approval by the Board, prior to the expenditure, Board Members shall be entitled to be indemnified out of the assets of the Company for all expenses and other liabilities properly incurred by them in the management of the affairs of the Company.

- 12.14 The Board Members shall keep minutes of all:
- 12.14.1 appointments of Board Members made by the Board;
  - 12.14.2 proceedings at meetings of the Company; and
  - 12.14.3 meetings of the Board and of any committee, together with details of those present at such meetings, the decisions made and where appropriate the reasons for such decisions.

### **13. Declarations and Conflicts of Interest**

- 13.1 For the purposes of these articles:
- 13.1.1 **"Conflict"**: means a situation in which a Board Member has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;
  - 13.1.2 **"Eligible Board Member"**: means a Board Member who would be entitled to vote on the matter at a meeting of the Board (but excluding in relation to the authorisation of a Conflict pursuant to this article 13, any Board Member whose vote is not to be counted in respect of the particular matter);
- 13.2 Each Board Member must declare the nature and extent of any interest, direct or indirect which they has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A Board Member must absent himself from any discussions of the Board in which it is possible that a conflict will arise between their duty to act in the interests of the Company and any personal interest (including but not limited to any personal financial interest).
- 13.3 The Board may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any Board Member (an **"Interested Board Member"**).
- 13.4 Any authorisation under this article 13 shall be effective only if any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Board Member; and the matter was agreed to without the Interested Board Member voting or would have been agreed to if the Interested Board Member's vote had not been counted.
- 13.5 Any authorisation of a Conflict under this article 13 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- 13.6 Where the Board Members authorise a Conflict, the Interested Board Member shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Board Members in relation to the Conflict.
- 13.7 The Board Members may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Board Member prior to such revocation or variation in accordance with the terms of such authorisation.
- 13.8 A Board Member is not required, by reason of being a Board Member (or because of the fiduciary relationship established by reason of being a Board Member), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the Board Members in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

- 13.9 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of their interest in accordance with the requirements of these articles and the Act, a Board Member who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 13.9.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
  - 13.9.2 shall be an Eligible Board Member for the purposes of any proposed decision of the Board Members (or committee of Board Members) in respect of such existing or proposed transaction or arrangement in which they are interested;
  - 13.9.3 shall be entitled to vote at a meeting of Board Members (or of a committee of the Board Members) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
  - 13.9.4 may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a Board Member;
  - 13.9.5 may be a Board Member or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
  - 13.9.6 shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

## PART 5

### EXECUTIVE BOARD AND HONORARY OFFICERS

#### 14. Executive Board

- 14.1 The functions, conduct and affairs of the Company shall be managed by the Executive Board which may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company subject to the Act and the articles.
- 14.2 The Executive Board shall comprise the Chair, Vice Chair and the Deputy Vice Chair, Treasurer and the Company Secretary.
- 14.3 The Chair and Vice-Chair shall hold office for a period of two years, unless extended on a temporary basis for no more than 12 (twelve) months at the discretion of the Board, and the Treasurer's appointment shall be ongoing.
- 14.4 The Company Secretary's appointment shall be ongoing and any change of Company Secretary shall be decided by the Board.

#### 15. Honorary Officers

- 15.1 The Honorary Officers of the Company shall be the Chair, the Vice-Chair, the Treasurer and any Outgoing Chair.
- 15.2 Each Honorary Officer shall be an individual Board Member, and none shall at any one time hold more than one honorary office.
- 15.3 At the discretion of the Honorary Officers, acting collectively, any Chair stepping down from their appointment as Chair may be invited by the Executive Board to remain as an Honorary Officer for a period of 1 (one) year thereafter in the capacity of "**Outgoing Chair**".
- 15.4 Honorary Officers shall continue in office, in the case of the Chair, the Vice Chair and the Deputy Vice Chair and any Outgoing Chair, until the expiry of the term of their appointment, and in the case of the Treasurer on an ongoing basis unless:
  - 15.4.1 they, being an individual, or the Member whose Representative they are, ceases to be a Board Member; or
  - 15.4.2 the Honorary Officer ceases to be the Representative of a Board Member; whereupon they shall automatically cease to hold such honorary office.

#### 16. Honorary advisors

- 16.1 The Board may (but shall not be required to) appoint honorary professionals (including but not limited to solicitors and/or honorary auditors) to the Company from time to time.
- 16.2 The Company's honorary advisors shall be entitled to notice of, and to attend (by Representative in accordance with article 6) but not vote at, all Board meetings and General Meetings, and shall be entitled to the benefits specified in Article 12.13 subject to the terms of that article.

## PART 6

### MEETINGS

#### 17. Annual General Meetings

- 17.1 The annual general meeting shall be held at such time and place as may be decided by the Board to transact the following business:
  - 17.1.1 to receive the Chair's report of the activities of the Company during the previous year;
  - 17.1.2 to receive and consider the Accounts for the previous year and the Treasurer's report as to the financial position of the Company;
  - 17.1.3 to put questions to Board Members; and
  - 17.1.4 to consider any resolution proposed by the Board or which may be duly submitted in accordance with article 17.2.
- 17.2 Notice of any resolution proposed to be made at the annual general meeting shall be given in writing to the Board supported by at least three Members not less than twenty one days before the proposed date of the meeting.
- 17.3 Any Member entitled to attend and vote at a General Meeting may appoint a proxy to attend at that General Meeting (but for the avoidance of doubt not a Board meeting).
- 17.4 Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which:
  - 17.4.1 states the name and address of the Member appointing the proxy;
  - 17.4.2 identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;
  - 17.4.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Company may determine; and
  - 17.4.4 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.
- 17.5 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 17.6 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.
- 17.7 Unless a Proxy Notice indicates otherwise, it shall be treated as:
  - 17.7.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 17.7.2 appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.
- 17.8 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.

- 17.9 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.
- 17.10 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.
- 17.11 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.

## **18. Calling and Notice of General Meetings**

- 18.1 A General Meeting may be called at any time by the Board.
- 18.2 A General Meeting shall be called by the Board within twenty one days of receipt by the Board of a requisition in writing signed by not less than five Members stating the purposes for which the meeting is required and the resolutions to be proposed.
- 18.3 The minimum period of notice required to hold a General Meeting of the Company is 14 (fourteen) clear days, where "**clear days**" in relation to the period of a notice means a period excluding the day when the notice is given (or deemed to be given) and the day for which it is given or on which it is to take effect.
- 18.4 The notice shall specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is an annual general meeting the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Act and article 17.3.
- 18.5 The proceedings at a General Meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

## **19. Procedure at General Meetings**

- 19.1 No business shall be transacted at any General Meeting unless a quorum is present.
- 19.2 The quorum for a General Meeting shall be fifteen Members, or one tenth of the number of Members at the relevant time (or, in either case, their proxies) of whom at least one shall be the Chair or Vice Chair or the Deputy Vice Chair.
- 19.3 A person is able to exercise the right to speak at a General Meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 19.4 A person is able to exercise the right to vote at a General Meeting when:
  - 19.4.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - 19.4.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 19.5 The Board Members may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it and in determining attendance at a General Meeting, it is immaterial whether any two or more Members attending it are in the same place as each other. Two or more persons who are

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

- 19.6 The Chair or in their absence the Vice-Chair shall take the chair.
- 19.7 The Chair of the meeting may permit other persons who are not Members to attend and speak at a General Meeting.
- 19.8 The Board shall cause proper minutes to be made of the proceedings of all meetings of the Company and any such minutes of a meeting, if purported to be signed by the Chair of such meeting shall be sufficient evidence without any further proof of the facts stated therein.
- 19.9 The accidental omission to give notice of any general meeting to one or more Members of the Company shall not invalidate the proceedings thereat.

## **20. Adjournments**

- 20.1 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 Chair of the meeting must adjourn it. The Chair of the meeting may adjourn a general meeting at which a quorum is present if:
  - 20.1.1 a meeting consents to an adjournment; or
  - 20.1.2 it appears to the Chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 20.2 When adjourning a General Meeting, the Chair of the meeting must 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.
- 20.3 If the continuation of an adjourned meeting is to take place more than 14 (fourteen) days after it was adjourned, the Company must give at least 7 (seven) clear days' notice of it:
  - 20.3.1 to the same persons to whom notice of the Company's General Meetings is required to be given; and
  - 20.3.2 containing the same information which such notice is required to contain.

## **21. Voting**

- 21.1 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 the articles.
- 21.2 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.
- 21.3 A poll on a resolution may be demanded:
  - 21.3.1 in advance of the General Meeting where it is to be put to the vote; or
  - 21.3.2 at a General Meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

- 21.4 A poll may be demanded by:
  - 21.4.1 the Chair of the meeting;
  - 21.4.2 a Board Member;
  - 21.4.3 two or more persons having the right to vote on the resolution; or
  - 21.4.4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 21.5 A demand for a poll may be withdrawn if:
  - 21.5.1 the poll has not yet been taken; and
  - 21.5.2 the Chair of the meeting consents to the withdrawal.
- 21.6 Polls must be taken immediately and in such manner as the Chair of the meeting directs.

## **PART 7**

### **ADMINISTRATIVE ARRANGEMENTS AND BYE LAWS**

#### **22. Accounts**

- 22.1 The Accounts shall be under the general supervision of the Treasurer, and the Executive Board shall cause such proper books of account to be kept with respect to:
- 22.1.1 all sums of money received, receivable, paid and payable by the Company; and
  - 22.1.2 the assets and liabilities of the Company;
- as are necessary to give a true and fair view of the state of affairs of the Company and to explain its transactions.
- 22.2 The books of account shall be kept at such place as the Company shall from time to time decide and shall be open to the inspection of Executive Board Members. The Executive Board shall from time to time determine whether and to what extent and at what times and places and under what conditions the books of accounts shall be open to the inspection of Members.
- 22.3 In respect of each annual accounting period, the Executive Board shall cause to be prepared and laid before the Members of the Company a proper income and expenditure account for the period since the last preceding account together with a proper balance sheet and proper reports thereon by the Executive Board and by the auditors appointed in accordance with the provisions of article 22.4. The Accounts thus prepared shall be sent to every Member not less than twenty one days before the annual general meeting at which they are to be laid.
- 22.4 Once at least in every calendar year the Accounts shall be examined and the correctness of the income and expenditure account and the balance sheet ascertained and a report thereon prepared by properly qualified auditors. Auditors shall be appointed by the Executive Board to hold office until such time as the Executive Board shall decide to terminate their appointment or until such time as the auditors resign.

#### **23. Finance, Property and Dissolution**

- 23.1 All money payable to the Company shall (subject to any decision of the Board) be received by the Treasurer and deposited in a bank account in the name of the Company. Any monies not required for immediate use may be invested as the Honorary Officers in their discretion think fit.
- 23.2 The income and property of the Company shall be applied only in furtherance of the objects of the Company which for the avoidance of doubt shall include all such expenses incurred in running its affairs as the Board considers appropriate, and no part thereof shall be paid by way of bonus, dividend or profit to any Member.
- 23.3 In no circumstances shall the net assets of the Company be paid to or distributed among the Members and the Company is wound up the net assets of the Company shall be applied directly for the Objects and / or by transfer to any organisation with purposes similar to the Objects and / or for charitable purposes.

#### **24. Employees**

- 24.1 The Executive Board shall have the power to appoint employees or consultants to the Company, in a full time or part time capacity, upon such terms and conditions, and with

such delegated powers of the Executive Board, as the Executive Board shall in its discretion decide ("the Employee(s)").

- 24.2 Such Employees may include an Executive Director and such assistants and executives as the Executive Board may consider appropriate.
- 24.3 Such Employee(s) shall perform the following duties:
- 24.3.1 arrange the annual report in consultation with the Chair; and
  - 24.3.2 ensure that the finances of the Company are managed efficiently and effectively in consultation with the Treasurer; and
  - 24.3.3 such other duties as the Executive Board shall from time to time determine.
- 24.4 Any function of or other reference to the Employee(s) in these Articles shall during any period whilst there are no Employee(s) be deemed to be a function of or reference to the Chair unless and until:
- 24.4.1 the Executive Board shall have nominated some other person to fulfil that function or to be deemed to be so referred to; and
  - 24.4.2 such nomination shall have been notified to the Members.
- 24.5 The Employee(s) shall administer the meetings of the Company, including preparing agendas and minutes in consultation with the Chair.

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

- 25.1 Anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 25.2 Any notice or document to be sent or supplied to a Board Member in connection with the taking of decisions by the Board Members may also be sent or supplied by the means by which that Board Member has asked to be sent or supplied with such notices or documents for the time being.
- 25.3 A Board Member may agree with the Company that notices or documents sent to that Board Member 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.

## **26. Indemnity**

- 26.1 Subject to article 26.2, a relevant Board Member (or a director of an associated company) may be indemnified out of the Company's assets against:
- 26.1.1 any liability incurred by that person in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company; and
  - 26.1.2 any other liability incurred by that person as an officer of the Company or an associated company.
- 26.2 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.
- 26.3 In this article and the following article 27:

26.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

26.3.2 a relevant Board Member means any Board Member or former Board Member of the Company or any director or formal director of an associated company.

## **27. Insurance**

27.1 The Executive Board Members may purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director or secretary of the Company in respect of any relevant loss, including without limitation directors and officers insurance.

27.2 In this article 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.

## **28. Bye laws and Code of Conduct**

28.1 The Board may from time to time make such reasonable and proper bye laws, and adopt any Code of Conduct, as they may deem necessary or expedient for the proper conduct and management of the Company.

28.2 The bye laws may regulate the following matters but are not restricted to them:

28.2.1 the admission of Members and the rights and privileges of such Members, and the Subscriptions, fees and other payments to be made by Members;

28.2.2 the maximum number of Members;

28.2.3 the procedure at general meetings and meetings of the Board in so far as such procedure is not regulated by the Act or by the articles;

28.2.4 the categories of standing and ad hoc committee which may be appointed by the Board;

28.2.5 generally, all such matters as are commonly the subject matter of company rules.

28.3 The Company in general meeting has the power to alter, add to or repeal the bye laws.

28.4 The Board shall adopt such means as they think sufficient to bring the bye laws to the notice of the Members.

28.5 The bye laws shall be binding on all Members of the Company. No bye law shall be inconsistent with, or shall affect or repeal anything contained in, the articles.