

**The Companies Act 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Articles of Association**

**of**

**Better Buildings Partnership**

**Company No: 6541087**

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## **Company Limited by Guarantee and not having a Share Capital**

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# **The Companies Act 2006**

## **Company Limited by Guarantee and not having a Share Capital**

### **Articles of Association of Better Buildings Partnership**

**Company No: 6541087**

#### **INTERPRETATION**

##### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

#### **OBJECTS AND POWERS**

##### **2. Objects**

2.1 The objects for which the Company is established are to improve the sustainability of commercial building stock (whether in the UK or elsewhere), and for this purpose either alone or jointly with others to:

2.1.1 Bring together a number of the leading commercial property owners to demonstrate leadership and best practice to the wider commercial property market;

2.1.2 Enable knowledge sharing and delivering practical guidance that overcomes common sustainability challenges, increasing transparency of information and practical know-how.

2.1.3 Promote innovation and develop thought leadership that contributes to market transformation.

2.1.4 Develop relationships across the industry to support collaboration and provide a platform for engagement with the industry.

2.1.5 Widely disseminate the information and knowledge developed by the Company for the benefit of the sector.

##### **3. Powers**

3.1 To further its objects the Company may:

3.1.1 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

3.1.2 provide and assist in the provision of money, materials or other help;

3.1.3 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other activities;

3.1.4 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;

- 3.1.5 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.6 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.1.7 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit;
- 3.1.8 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation;
- 3.1.9 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.10 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.11 arrange for investments or other property of the Company to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.12 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.13 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.14 accept (or disclaim) gifts of money and any other property;
- 3.1.15 raise funds by way of subscription, donation or otherwise;
- 3.1.16 trade in the course of carrying out the objects of the Company;
- 3.1.17 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.18 subject to Article 4 (Limitation on private benefits):
  - (a) engage and pay employees, consultants and professional or other advisers; and
  - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.1.19 co-operate with firms, companies, charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.20 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Company;
- 3.1.21 provide appropriate indemnity insurance for the Directors or any other officer of the Company; and
- 3.1.22 do all such other lawful things as may further the Company's objects.

## **LIMITATION ON PRIVATE BENEFITS**

### **4. Limitation on private benefits**

- 4.1 The income and property of the Company shall be applied solely towards the promotion of its objects.

#### ***Permitted benefits to members***

- 4.2 No part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member or Director of the Company. This shall not prevent any payment in good faith by the Company of:
- 4.2.1 any payments made or benefits given to any member or Director in his, her or its capacity as a beneficiary or service user of the Company;
  - 4.2.2 reasonable and proper remuneration to any member or Director for any goods or services supplied to the Company;
  - 4.2.3 interest at a reasonable and proper rate on money lent by any member or Director to the Company;
  - 4.2.4 any reasonable and proper rent for premises let by any member or Director to the Company;
  - 4.2.5 reimbursed by the Company for reasonable expenses properly incurred by a member or Director when acting on behalf of the Company;
  - 4.2.6 payment of reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.21;
  - 4.2.7 payments made in accordance with the winding up provisions at Article 56; and
  - 4.2.8 payment under an indemnity from the Company to a Director or other officer of the Company in accordance with the indemnity provisions set out at Article 6.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **5. Liability of members**

- 5.1 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 he, she or it is a member or within one year after he, she or it ceases to be a member, for:
- 5.1.1 payment of the Company's debts and liabilities contracted before he, she or it ceases to be a member;
  - 5.1.2 payment of the costs, charges and expenses of winding up; and
  - 5.1.3 adjustment of the rights of the contributories among themselves.

## **6. Indemnity**

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

## **DIRECTORS**

### ***DIRECTORS' POWERS AND RESPONSIBILITIES***

#### **7. Directors' general authority**

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

#### **8. Chair**

8.1 The Directors may appoint one of their number (who is also an employee or officer of a member) to be the Chair of the Directors for an initial term of up to four years.

8.2 Following the end of the initial term, the Directors may re-appoint the Chair for an additional second term of up to four years.

8.3 The Directors may at any time remove him or her from that office.

8.4 For so long as a Director has been appointed or re-appointed as Chair, Article 24.11 shall apply.

#### **9. Deputy Chair**

9.1 The Directors may appoint one of their number (who is also an employee or officer of a member) to be the Deputy Chair of the Directors for an initial term of up to four years.

9.2 Following the end of the initial term, the Directors may re-appoint the Deputy Chair for an additional second term of up to four years.

9.3 The Directors may at any time remove him or her from that office.

9.4 For so long as a Director has been appointed or re-appointed as Deputy Chair, Article 24.11 shall apply.

#### **10. Directors may delegate**

10.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.

10.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.



- 10.3 Any delegation by the Directors may be:
- 10.3.1 by such means;
- 10.3.2 to such an extent;
- 10.3.3 in relation to such matters or territories; and
- 10.3.4 on such terms and conditions;
- as they think fit.
- 10.4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 10.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 10.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.
11. **Nominations Committee**
- 11.1 The Directors shall as soon as practicable establish a Nominations Committee and delegate powers and functions in accordance with such terms of reference with as the Directors may determine (subject to Article 11.2).
- 11.2 The Nominations Committee shall have the power to appoint and re-appoint Directors as set out in these Articles.
12. **Delegation of day to day management powers**
- 12.1 In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:
- 12.1.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;
- 12.1.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 12.1.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.
- 12.2 For the avoidance of doubt, the delegation power at Article 12.1 shall be available where a Director is also the chief executive of the Company.
13. **Rules**
- 13.1 The Directors may from time to time make, repeal or alter such rules as they think fit as to the management of the Company and its affairs. The rules shall be binding on all members of

the Company. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.

- 13.2 The rules may regulate the following matters but are not restricted to them:
  - 13.2.1 the duties of any officers or employees of the Company;
  - 13.2.2 the approval of the admission of members of the Company by the members and the benefits conferred on such members, and any subscriptions, fees or payments to be made by members;
  - 13.2.3 the conduct of members of the Company in relation to one another, and to the Company's employees and volunteers;
  - 13.2.4 the conduct of business of the Directors or any committee (including, without limitation, how the Directors make decisions and how such rules are to be recorded or communicated to Directors);
  - 13.2.5 the procedure at general meetings;
  - 13.2.6 any of the matters or things within the powers or under the control of the Directors; and
  - 13.2.7 generally, all such matters as are commonly the subject matter of company rules.
- 13.3 The Company in general meeting has the power to alter, add to or repeal the rules.

#### ***DECISION-MAKING BY DIRECTORS***

##### **14. Directors to take decisions collectively**

- 14.1 Any decision of the Directors must be either:
  - 14.1.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to the casting vote described in Article 19); or
  - 14.1.2 a decision taken without a meeting in accordance with Article 20.

##### **15. Calling a Directors' meeting**

- 15.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.
- 15.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
  - 15.2.1 all the Directors agree; or
  - 15.2.2 urgent circumstances require shorter notice.
- 15.3 Notice of Directors' meetings must be given to each Director.
- 15.4 Every notice calling a Directors' meeting must specify:
  - 15.4.1 the place, day and time of the meeting;

- 15.4.2 the general nature of the business to be considered at such meeting; and
- 15.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 15.5 Notice of Directors' meetings need not be in Writing.
- 15.6 Article 49 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.
16. **Participation in Directors' meetings**
- 16.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 16.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 16.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 16.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
17. **Quorum for Directors' meetings**
- 17.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors and unless otherwise fixed it shall be five Directors.
- 17.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- 17.3.1 to appoint further Directors; or
- 17.3.2 to call a general meeting so as to enable the members to appoint further Directors.
18. **Chairing of Directors' meetings**
- The Chair, if any, or in his or her absence the Deputy Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.
19. **Casting vote**
- 19.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

19.2 Article 19.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

**20. Directors decision without a meeting**

The Directors may, in the circumstances outlined in this Article, make a majority decision without holding a Directors' meeting.

20.1 If:

20.1.1 a Director has become aware of a matter on which the Directors need to take a decision;

20.1.2 that Director has taken all reasonable steps to make all the other Directors aware of the matter and the decision;

20.1.3 the Directors have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and

20.1.4 a majority of the Directors vote in favour of a particular decision on that matter;

a decision of the Directors may be taken by majority and shall be as valid and effectual as if it had been taken at a Directors' meeting duly convened and held.

20.2 Directors participating in the taking of a majority decision otherwise than at a Directors' meeting in accordance with this Article:

20.2.1 may be in different places, and may participate at different times; and

20.2.2 may communicate with each other by any means.

20.3 The Chair, or the Deputy Chair, or such other Director as shall be appointed by the Directors shall be the chair of the process of decision-making in accordance with this Article. The process shall include:

20.3.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Directors are asked to cast their votes;

20.3.2 the nomination of a person to whom all Director's votes must be communicated;

20.3.3 if a majority of the Directors vote in favour of the decision, the nominated person shall communicate the decision to all the Directors and the date of the decision shall be the date on which the vote is cast to bring the number of Directors voting in favour into the majority; and

20.3.4 the nominated person must prepare a minute of the decision in accordance with Article 53.

20.4 In the case of an equality of votes in any decision-making process in accordance with this Article, the chair shall be entitled to a casting vote in addition to any other vote he or she may have. But this does not apply if, in accordance with the Articles, the chair or specified Director is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

21. **Director interests and management of conflicts of interest**

***Declaration of interests***

- 21.1 Unless Article 21.2 applies, a Director must declare the nature and extent of:
- 21.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and
- 21.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.
- 21.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

***Participation in decision-making***

- 21.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.
- 21.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
- 21.4.1 the decision could result in the Director receiving a benefit other than:
- (a) any benefit received in his, her or its capacity as a beneficiary or service user of the Company (as permitted under Article 4.2.1) and which is available generally to the beneficiaries or service users of the Company;
  - (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.21;
  - (c) payment under the indemnity set out at Article 6; and
  - (d) reimbursement of expenses in accordance with Article 4.2.5; or
- 21.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary,
- in which case he or she must comply with Article 21.5.
- 21.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 21.5, he or she must:
- 21.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;

- 21.5.2 not be counted in the quorum for that part of the process; and
- 21.5.3 withdraw during the vote and have no vote on the matter.

***Continuing duties to the Company***

- 21.6 Where a Director or person Connected with him or her has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:
  - 21.6.1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
  - 21.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

**22. Validity of Director actions**

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

### **23. Number of Directors**

- 23.1 There shall be a minimum of four Directors and a maximum of eleven Directors (including the Chair and Deputy Chair, if so appointed).

### **24. Eligibility, appointment of Directors and retirement of Directors**

- 24.1 There shall be two types of Directors:

- 24.1.1 Nominated Directors appointed in accordance with Article 24.5; and

- 24.1.2 Up to three Co-Opted Directors appointed in accordance with Article 24.6.

- 24.2 Any person who is eligible and willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 25, may be appointed to be a Director by a decision of the Nominations Committee (with such appointment taking effect in accordance with Article 24.7).

- 24.3 The Nominations Committee shall ensure that in appointing (or, where relevant, re-appointing) Directors:

- 24.3.1 they will act in accordance with any terms of reference for such Nominations Committee set down by the Directors from time to time;

- 24.3.2 at any time, a majority of the Directors shall be an employee or officer of a member; and

- 24.3.3 there shall be no more than three Co-Opted Directors at any time.

- 24.4 Subject to Articles 23.1 and 24.3, the Nominations Committee shall have discretion to decide how many Nominated and/or Co-Opted Directors to appoint.

#### ***Nominated Directors***

- 24.5 A Nominated Director must be:

- 24.5.1 an employee or officer of a member; and

- 24.5.2 nominated to the Nominations Committee by:

- (a) a member in writing; or
- (b) a decision of the Directors.

#### ***Co-Opted Directors***

- 24.6 A Co-Opted Director:

- 24.6.1 must be nominated to the Nominations Committee by a decision of the Directors; and

- 24.6.2 may be, but is not required to be, a chief executive of the Company, or an employee or officer of a member.

### ***Terms of office***

- 24.7 If a Director has been appointed by the Nominations Committee:
- 24.7.1 such appointment takes effect at either:
- (a) the end of the next Annual General Meeting following the appointment decision of the Nominations Committee;
  - (b) or, where the number of Directors is less than the minimum quorum set out at Article 17.2, immediately following the appointment decision of the Nominations Committee;
  - (c) or, where the Nominations Committee resolves that exception circumstances apply notwithstanding that the number of Directors meets the minimum quorum set out at Article 17.2, immediately following the appointment decision of the Nominations Committee;
- 24.7.2 a term of office of a Director lasts until the end of the third Annual General Meeting following the commencement of the term of office.
- 24.8 Subject to Article 24.9, at such third Annual General Meeting, they will be eligible for re-appointment by the Nominations Committee for a second or third consecutive term of office.

### ***Maximum term***

- 24.9 Subject to Articles 24.10 and 24.11, a Director who has served for three consecutive terms of office must take a break from office and may not be reappointed by the Nominations Committee until at least once year has elapsed since the commencement of his or her break from office.

### ***Exceptional re-appointment***

- 24.10 The Nominations Committee may decide to re-appoint a Director who has served for three consecutive terms of office on an exceptional basis. Such exceptional re-appointment shall last until the end of the following Annual General Meeting and after such exceptional re-appointment the Director must take a break from office and may not be reappointed by the Nominations Committee until at least one year has elapsed since the commencement of his or her break from office.

### ***Chair or Deputy Chair's term***

- 24.11 Where a Director has been appointed as Chair or Deputy Chair:
- 24.11.1 the provisions in Articles 24.7 to 24.10 shall not apply for the duration of their total term as Chair or Deputy Chair (including, for the avoidance of doubt, a re-appointment for a second term as Chair in accordance with Article 8.2 or Deputy Chair in accordance with Article 9.4)
- 24.11.2 upon the end of their term as Chair or Deputy Chair, or their removal as Chair in accordance with Article 8.3 or Deputy Chair in accordance with Article 9.3, the Director shall continue to serve as a Director until the end of the next Annual General Meeting. This shall be treated as the end of the Director's original term during which they were first appointed as Chair or



Deputy Chair, and (if applicable) they shall be eligible for re-appointment as Director in accordance with Articles 24.7 to 24.10.

### ***General***

24.12 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

## **25. Disqualification and removal of Directors**

25.1 A Director shall cease to hold office if:

25.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

25.1.2 The Nominations Committee reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

25.1.3 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least four Directors will remain in office when such resignation has taken effect);

25.1.4 he or she fails to attend three consecutive meetings of the Directors and the Nominations Committee resolve that he or she be removed for this reason;

25.1.5 at a general meeting of the Company, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views;

25.1.6 a Co-Opted Director who is also the chief executive of the Company ceases to be an employee of the Company; or

25.1.7 he or she is a Nominated Director and ceases to be an employee or officer of a member.

## **MEMBERS**

### ***BECOMING AND CEASING TO BE A MEMBER***

## **26. Becoming a member**

26.1 With the exception of the subscribers to the Memorandum, no organisation may become a member of the Company unless:

26.1.1 it has applied for membership in a manner approved by the Directors;

26.1.2 the Directors have approved the application; and

26.1.3 the members have approved the admission of the new member (it being noted that the Directors may decide from time to time that the resolution to approve a new member requires a higher percentage voting threshold than an ordinary resolution)

- 26.2 The Directors and members may in their absolute discretion decline to accept any organisation as a member and need not give reasons for so doing.
- 26.3 Any firm, company or association or any combination or association thereof, being a commercial property owner, real estate fund manager or investor, a major stakeholder in the property sector or (to the extent that their membership is approved by members in general meeting), shall qualify for membership. For the purpose of this article, "firm, company or association" shall include (without prejudice to the generality of the foregoing) an individual person that is a sole trader or corporate body, or a nominee of an unincorporated body meeting the requirements described in this article.
- 26.4 The Directors may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.

#### ***Unincorporated organisations***

- 26.5 An organisation admitted to membership which is unincorporated shall be a member through the person of its nominated representative from time to time. Every such organisation must notify the Company in writing of the name of its nominated representative and may, subject to the Directors' right to decline to accept any person as a member, replace such nominated representative at any time by giving notice to the Company. The nominated representative must be an officer or employee of the member represented. The membership rights may be exercised by the nominated representative or by the organisation which he or she represents.

#### ***Corporate Members***

- 26.6 An organisation admitted to membership which is an incorporated body ("a Corporate Member") may by resolution of its directors or other governing body authorise a person or persons to act as its authorised representative or representatives at any meeting of the Company. Every authorised representative must be an employee or officer of the member they represent. Evidence of the appointment of the representative must be provided in the form of:
- 26.6.1 an original or certified copy of the resolution of the directors or other governing body of the Corporate Member;
- 26.6.2 a letter confirming the appointment of the representative on the letterhead of the Corporate Member signed by a duly authorised individual and submitted with evidence of the authority under which it was signed; or
- 26.6.3 such other form as the Directors may reasonably require.
- 26.7 A person authorised under Article 26.6 may exercise (on behalf of the Corporate Member) the same powers as the Corporate Member could exercise if it were an individual member.

#### ***Subscriptions***

- 26.8 The Directors may at their discretion levy subscriptions on members of the Company at such rate or rates as they shall decide. The payment date for subscriptions shall be determined by the Directors.

**27. Termination of membership**

27.1 Subject to Article 26.5, membership is not transferable.

27.2 A member shall cease to be a member:

27.2.1 if the member, being an individual (sole trader or nominated representative of an unincorporated organisation) dies;

27.2.2 if the member is a member on behalf of an unincorporated organisation under Article 26.5 and the unincorporated organisation ceases to exist;

27.2.3 if the member, being a Corporate Member, goes into liquidation other than for the purpose of a solvent reconstruction or amalgamation, has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets, or has an order made or a resolution passed for its winding up;

27.2.4 on the expiry of at least seven Clear Days' notice given by the member to the Company of his, her or its intention to withdraw;

27.2.5 if any subscription or other sum payable by the member to the Company is not paid on the due date and remains unpaid at the end of the period of three calendar months beginning with the due date. The Directors may re-admit to membership any person who ceases to be a member on this ground on him, her or it paying such reasonable sum as the Directors may determine; or

27.2.6 if, at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the Company. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A member expelled by such a resolution shall nevertheless remain liable to pay to the Company any subscription or other sum owed by him, her or it.

**28. Categories of membership**

28.1 Subject to Article 28.2, the Directors may establish such different categories of membership as they think fit. The Directors may, at their discretion, impose different subscriptions and confer different benefits on different membership categories and may, at their discretion, alter such benefits and subscriptions at any time.

28.2 The Directors may not create different classes of members with different rights within the meaning of those parts of the Companies Acts which deal with class rights.

**29. Associate members**

The Directors may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Directors shall make, provided that no such

associate members shall be members of the Company for the purposes of the Articles or the Companies Acts.

## **ORGANISATION OF GENERAL MEETINGS**

### **30. Annual general meetings**

The Company must hold an annual general meeting once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Directors think fit.

### **31. Other general meetings**

31.1 The Directors may call a general meeting at any time.

31.2 The Directors must call a general meeting if required to do so by the members under the Companies Acts.

### **32. Length of notice**

32.1 All general meetings must be called by either:

32.1.1 at least 14 Clear Days' notice; or

32.1.2 shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

### **33. Contents of notice**

33.1 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted.

33.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

33.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his, her or its rights to appoint another person as his, her or its proxy at a meeting of the Company.

33.4 If the Company gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).

### **34. Service of notice**

Notice of general meetings must be given to every member, to the Directors and to the auditors of the Company (if any).

**35. Attendance and speaking at general meetings**

- 35.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 35.2 A person is able to exercise the right to vote at a general meeting when:
- 35.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 35.2.2 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.
- 35.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 35.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 35.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

**36. Quorum for general meetings**

- 36.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.
- 36.2 The quorum shall be the lower of twelve or a third of the total membership, being persons entitled to vote on the business to be transacted (each being a member, an authorised representative of a Corporate Member or a proxy for a member).
- 36.3 If two or more persons are authorised representatives of the same Corporate Member they shall together count as one person for the purposes of Article 36.2.
- 36.4 If a quorum is not present within half an hour from the time appointed for the meeting:
- 36.4.1 the chair of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as he or she thinks fit; and
- 36.4.2 failing adjournment by the chair of the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

**37. Chairing general meetings**

- 37.1 The Chair (if any) or in his or her absence the Deputy Chair some other Director nominated by the Directors shall preside as chair of every general meeting.

- 37.2 If neither the Chair nor Deputy Chair nor any Director nominated in accordance with Article 37.1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, he or she shall be chair of the meeting.
- 37.3 If no Director is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the members present in person, or via their authorised representative if a Corporate Member, or by proxy and entitled to vote must choose one of the members or authorised representatives of Corporate Members present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting under this Article 37.3.
38. **Attendance and speaking by Directors and non-members**
- 38.1 Directors may attend and speak at general meetings, whether or not they are members.
- 38.2 The chair of the meeting may permit other persons who are not members of the Company (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting.
39. **Adjournment**
- 39.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 39.1.1 the meeting consents to an adjournment; or
- 39.1.2 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.
- 39.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 39.3 When adjourning a general meeting, the chair of the meeting must:
- 39.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
- 39.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 39.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 Clear Days' notice of it:
- 39.4.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
- 39.4.2 containing the same information which such notice is required to contain.
- 39.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **VOTING AT GENERAL MEETINGS**

### **40. Voting: general**

40.1 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.

40.2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution:

40.2.1 has or has not been passed; or

40.2.2 passed with a particular majority;

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Article 53 is also conclusive evidence of that fact without such proof.

### **41. Votes**

#### ***Votes on a show of hands***

41.1 On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each:

41.1.1 each member present in person; and

41.1.2 (subject to Article 46.3) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution; and

41.1.3 each authorised representative of a Corporate Member present;

provided that if a person attending the meeting falls within two or more of the above categories, he or she is not entitled to cast more than one vote but shall instead have a maximum of one vote.

#### ***Votes on a poll***

41.2 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:

41.2.1 every member present in person;

41.2.2 every member present by proxy (subject to Article 46.3); and

41.2.3 every authorised representative of a Corporate Member (subject to Article 41.3) present.

41.3 On a vote on a resolution at a meeting which is carried out by a poll, if more than one authorised representative of a Corporate Member purports to vote on behalf of the same Corporate Member:

- 41.3.1 if they purport to vote in the same way, they will be treated as having cast one vote between them; and
- 41.3.2 if they purport to vote in different ways they are treated as not having voted.

#### **General**

- 41.4 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.

#### **42. Errors and disputes**

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

#### **43. Poll votes**

- 43.1 A poll on a resolution may be demanded:
  - 43.1.1 in advance of the general meeting where it is to be put to the vote; or
  - 43.1.2 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.
- 43.2 A poll may be demanded by:
  - 43.2.1 the chair of the meeting;
  - 43.2.2 the Directors;
  - 43.2.3 two or more persons having the right to vote on the resolution;
  - 43.2.4 any person, who, by virtue of being appointed proxy or authorised representative of a Corporate Member for one or more members having the right to vote on the resolution, holds two or more votes; or
  - 43.2.5 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.
- 43.3 A demand for a poll may be withdrawn if:
  - 43.3.1 the poll has not yet been taken; and
  - 43.3.2 the chair of the meeting consents to the withdrawal.

#### **44. Procedure on a poll**

- 44.1 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.



### ***Results***

- 44.2 The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.
- 44.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

### ***Timing***

- 44.4 A poll on:
  - 44.4.1 the election of the chair of the meeting; or
  - 44.4.2 a question of adjournment;must be taken immediately.
- 44.5 Other polls must be taken within 30 days of their being demanded.
- 44.6 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

### ***Notice***

- 44.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.
- 44.8 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

## **45. Proxies**

### ***Power to appoint***

- 45.1 A member (including a Corporate Member) is entitled to appoint another person as his, her or its proxy to exercise all or any of his, her or its rights to attend and speak and vote at a meeting of the Company. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.

### ***Manner of appointment***

- 45.2 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:
  - 45.2.1 states the name and address of the member appointing the proxy;
  - 45.2.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - 45.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

- 45.2.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of general meeting to which they relate.
- 45.3 A proxy for a member representing an unincorporated organisation under Article 26.5 may be appointed by the member or by the organisation which he or she represents.
- 45.4 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 45.5 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.
- 45.6 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 45.6.1 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
- 45.6.2 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.

46. **Delivery of Proxy Notices**

- 46.1 The Proxy Notification Address in relation to any general meeting is:
- 46.1.1 the registered office of the Company; or
- 46.1.2 any other Address or Addresses specified by the Company as an Address at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form.
- 46.2 If the Company gives an electronic Address:
- 46.2.1 in a notice calling a meeting;
- 46.2.2 in an instrument of proxy sent out by it in relation to the meeting; or
- 46.2.3 in an invitation to appoint a proxy issued by it in relation to the meeting;

it will be deemed to have agreed that any Document or information relating to proxies for that meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice). In this Article 46.2, Documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

***Attendance of member***

- 46.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting (including an authorised representative of a Corporate Member) 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 (or the Corporate Member

which they represent). If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

### ***Timing***

- 46.4 Subject to Articles 46.5 and 46.6, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 46.5 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 46.6 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:
  - 46.6.1 received in accordance with Article 46.4; or
  - 46.6.2 given to the chair, Secretary (if any) or any Director at the meeting at which the poll was demanded.

### ***Interpretation***

- 46.7 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 46.

### ***Revocation***

- 46.8 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.
- 46.9 A notice revoking the appointment of a proxy only takes effect if it is received before:
  - 46.9.1 the start of the meeting or adjourned meeting to which it relates; or
  - 46.9.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

### ***Execution***

- 46.10 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.

## **47. Amendments to resolutions**

- 47.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - 47.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours (excluding

Saturdays, Sundays and Public Holidays) before the meeting is to take place (or such later time as the chair of the meeting may decide); and

- 47.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 47.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - 47.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - 47.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 47.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

## **WRITTEN RESOLUTIONS**

### **48. Written resolutions**

#### ***General***

- 48.1 Subject to this Article 48 a written resolution agreed by:
  - 48.1.1 members representing a simple majority; or
  - 48.1.2 (in the case of a special resolution) members representing not less than 75%;of the total voting rights of eligible members shall be effective.
- 48.2 On a written resolution each member shall have one vote provided that no member shall be entitled to vote on a written resolution unless all monies presently payable by him, her or it to the Company have been paid.
- 48.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 48.4 A members' resolution under the Companies Acts removing a Director or auditor before the expiry of his or her term of office may not be passed as a written resolution.

#### ***Circulation***

- 48.5 A copy of the proposed written resolution must be sent to every eligible member.
- 48.6 In relation to a resolution 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.
- 48.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.

- 48.8 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts.

***Signifying agreement***

- 48.9 A member signifies his, her or its agreement to a proposed written resolution when the Company receives from him, her or it (or from someone acting on his, her or its behalf) an authenticated Document:
- 48.9.1 identifying the resolution to which it relates; and
- 48.9.2 indicating the member's agreement to the resolution.
- 48.10 For the purposes of Article 48.9:
- 48.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
- 48.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:
- (a) the identity of the sender is confirmed in a manner specified by the Company; or
  - (b) where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
- 48.11 If the Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

**ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

**49. Communications by the Company**

***Methods of communication***

- 49.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:
- 49.1.1 in Hard Copy Form;
- 49.1.2 in Electronic Form; or
- 49.1.3 by making it available on a website.
- 49.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not

revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.

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

***Deemed delivery***

- 49.4 A member present in person or by proxy or via their authorised representative if a Corporate Member at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 49.5 Where any Document or information is sent or supplied by the Company to the members:
- 49.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 49.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 49.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
  - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 49.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

- 49.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:
- 49.7.1 if the Document or information has been sent to a member or Director and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's or Director's postal address as shown in the Company's register of members or Directors, but may in its discretion choose to do so;
- 49.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

- 49.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

### ***Exceptions***

- 49.8 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.
- 49.9 Notices of general meetings need not be sent to a member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a member for whom the Company does not have a current Address.

## **50. Communications to the Company**

The provisions of the Companies Acts shall apply to communications to the Company.

## **51. Secretary**

- 51.1 A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
- 51.1.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and
- 51.1.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

## **52. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

## **53. Minutes**

- 53.1 The Directors must ensure minutes are made:
- 53.1.1 of all appointments of officers made by the Directors;
- 53.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 53.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;
- and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were

had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

**54. Records and accounts**

54.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:

54.1.1 annual reports;

54.1.2 annual statements of account; and

54.1.3 annual returns or confirmation statements.

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

**55. Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

**WINDING UP**

**56. Winding up**

56.1 The Company may be dissolved at a general meeting specially called for such a purpose. Such notice shall contain the business to be transacted at the meeting. Any dissolution must be authorised by a special resolution at a general meeting.

56.2 Any balance of funds remaining to the Company after the satisfaction of all its debts and liabilities shall be paid or distributed amongst the members in proportion to their contributions to the Company as agreed by the general meeting.



## SCHEDULE

### INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	<b>Term</b>	<b>Meaning</b>
1.1	<b>“Address”</b>	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	<b>“Articles”</b>	the Company's articles of association;
1.3	<b>“Chair”</b>	has the meaning given in Article 8;
1.4	<b>“Company”</b>	Better Buildings Partnership;
1.5	<b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6	<b>“Clear Days”</b>	in relation to the period of a notice, that 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;
1.7	<b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.8	<b>“Co-Opted Director”</b>	means a Director appointed in accordance with Article 24.6
1.9	<b>“Corporate Member”</b>	has the meaning given in Article 26.6;
1.10	<b>“Director”</b>	means a director of the Company, and includes any person occupying the position of director, by whatever name called and shall include either a Nominated Director or a Co-Opted Director as the context requires;
1.11	<b>“Deputy Chair”</b>	has the meaning given in Article 9;
1.12	<b>“Document”</b>	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.13	<b>“Electronic Form” and “Electronic Means”</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;

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|------|---|--|
| 1.14 | <b>“Financial Expert”</b>               | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;   |
| 1.15 | <b>“Hard Copy” and “Hard Copy Form”</b> | have the meanings respectively given to them in the Companies Act 2006;  |
| 1.16 | <b>“Nominations Committee”</b>          | has the meaning given in Article 11;   |
| 1.17 | <b>“Nominated Director”</b>             | means a Director appointed in accordance with Article 24.7;  |
| 1.18 | <b>“Proxy Notice”</b>                   | has the meaning given in Article 45;   |
| 1.19 | <b>“Proxy Notification Address”</b>     | has the meaning given in Article 46;   |
| 1.20 | <b>“Public Holiday”</b>                 | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;       |
| 1.21 | <b>“Secretary”</b>                      | the secretary of the Company (if any); and   |
| 1.22 | <b>“Writing”</b>                        | 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. |
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.