



Private Company Limited by Guarantee
and not having a Share Capital

“A”

Articles of Association
of
**BRITISH ACADEMY OF SONGWRITERS, COMPOSERS AND
AUTHORS**
(trading as The Ivors Academy of Music Creators)

Company Number: 03643088

incorporated in England and Wales on 28 September 1998 under the
Companies Act 1985 and 1989

PROPOSED TEXT OF REVISED ARTICLES OF ASSOCIATION AS
REFERRED TO IN RESOLUTION 2 (SPECIAL) AS SET OUT IN THE
FORMAL NOTICE OF THE ANNUAL GENERAL MEETING TO BE HELD ON
6 JULY 2021

PART 1

Interpretation, Membership and Limitation of Liability

1. Defined Terms

In the Articles, unless the context requires otherwise:

Academic Supporter	means an academic Institution that supports the work of the Company;
Act	means the Companies Act 2006;
Articles	means the Company's articles of association;
Auditors	means the auditors for the time being appointed by the company;
Bankruptcy	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
Board	means the board of Directors for the time being of the company;
Chair	has the meaning given in Article 16.1;
Chair of the Meeting	has the meaning given in Article 30.3;
Committee	means a committee established by the Board;
Committee Member	means a member of a Committee;
Company	means British Academy of Songwriters Composers and Authors;
Clear Days	In relation to a period of notice, means the period excluding the day on which 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;
Digital Member	means a Member of the Company with the qualifications set out in Article 4.4;
Director	means a director of the Company, and includes any person occupying the position of director, by whatever name called;
Document	includes, unless otherwise specified, any document sent or supplied in Electronic Form;
Elected Director	means any Director elected to the Senate and appointed by the Senate as a Director in accordance with Article 7.7.1;
Election Date(s)	means date of the Election of members to the Senate which shall take place every three (3) years.

Electronic Form	has the meaning given in section 1168 of the Companies Act 2006;
Friend of The IVORS	means a member of the Company pursuant to Article 4.5;
Genre	means a specialist area of activity, being one of the following:- <ul style="list-style-type: none"> (a) Songwriting (“Songwriting Genre”); (b) Classical Music (“Classical Genre”); (c) Jazz (“Jazz Genre”); (d) Media Music (“Media Genre”); Such other area of activity as the Board may from time to time prescribe;
Genre Senate Member	means a Senate Member elected in accordance with Articles 7.2.1 to 7.2.4.
Group	means an advisory group established by the Board but which is not a Committee;
Group Member	means a member of a Group;
Honorary Member	means a Member of the Company pursuant to Article 4.6;
Independent Director	means a Director who is neither a Member nor a songwriter or composer and who is appointed by the Board in accordance with Article 22.1.3;
Member	has the meaning given in Section 112 of the Companies Act 2006;
Participate	in relation to a Directors’ meeting, has the meaning given in Article 14;
Patron	means a company or other organisation that supports the work of the Company;
President	means a Member or Honorary Member appointed under Article 4.8 to be President of the Company;
Professional Member	means a Member of the Company with the qualifications set out in Article 4.2;
Proxy Notice	has the meaning given in Article 36;
Register of Members	means the official and complete record of all current Members;
Senate	means the body of Elected and appointed Members referred to in Article 7;
Senate Member	means a member of the Senate;

Special Resolution	has the meaning given in section 283 of the Companies Act 2006;
Standard Member	means a Member of the Company with the qualifications set out in Article 4.3;
Subsidiary	has the meaning given in Section 1159 of the Companies Act 2006; 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.
United Kingdom	means Great Britain and Northern Ireland;

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company. Words importing the singular number only shall, where the context admits, include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender and words importing persons shall not include corporations.

2. Company Objects

2.1 The objects for which the Company is established are:-

- 2.1.1 supporting protecting and celebrating British music writers;
- 2.1.2 campaigning to protect copyright in Great Britain, Europe and the rest of the world;
- 2.1.3 fostering a sense of community amongst British music writers;
- 2.1.4 celebrating excellence through world-class awards ceremonies;
- 2.1.5 providing services, training and information to Members;
- 2.1.6 encouraging new professional music writers
- 2.1.7 carrying on and assisting in carrying on any other activity which may seem to the Company capable of being conveniently carried on in connection with the objects of the Company;

3 Liability of Members

3.1 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 is a Member or within one (1) year after he/she ceases to be a Member, for:

- 3.1.1 payment of the Company's debts and liabilities contracted before he/she ceases to be a member;
- 3.1.2 payment of the costs, charges and expenses of winding up; and
- 3.1.3 adjustment of the rights of the contributories among themselves.

4 Classes of Membership

- 4.1 There shall be seven (7) classes of membership of the Company:-
- 4.1.1 Professional Member;
 - 4.1.2 Standard Member;
 - 4.1.3 Digital Member;
 - 4.1.4 Friend of The Ivors ;
 - 4.1.5 Honorary Member;
 - 4.1.6 Academic Supporter;
 - 4.1.7 Patron.
- 4.2 A person shall be eligible to be a Professional Member if he/she is a voting member of the Performing Right Society or other recognised music collecting society or has comparable grand rights income or any person whom the Board may from time to time consider to have appropriate qualifications to be a Professional Member. Professional Members shall pay the subscription from time to time stipulated by the Board and shall have the right to attend and vote pursuant to Article 33.1 at any general meeting of the Company. Professional Members shall have the right to elect Professional Members to the Senate. Only Professional Members shall have the right to stand for election to the Senate.
- 4.3 A person shall be eligible to be a Standard Member if he/she is or has aspirations to be a professional composer or songwriter and is a non-voting member of the Performing Right Society or other recognised music collecting society or has comparable grand rights income or any person whom the Board may from time to time consider to have appropriate qualifications to be a Standard Member. Standard Members shall pay the subscription from time to time stipulated by the Board shall have the right to attend and vote pursuant to Article 33.1 at any general meeting of the Company. Standard Members shall have the right to elect Professional Members to the Senate.
- 4.4 A person shall be eligible to be a Digital Member if he/she is over the age of eighteen (18) and has aspirations to be a professional composer or songwriter. Digital Members shall pay the subscription from time to time stipulated by the Board and shall have the right to attend but not to vote at any general meeting of the Company. Digital Members shall not have the right to elect Professional Members to the Senate
- 4.5 A person shall be eligible to be a Friend of The Ivors if (a) he/she is thought by the Board to be of general support to the Company or its objects or, (b) he/she is thought by the Board to be otherwise suitable, or (c) he/she is a successor in title to any work of a deceased Professional Member or Standard Member, or (d) he/she is a member of a recognised organisation for composers or songwriters in another country. Friends of The Ivors shall pay the subscription from time to time stipulated by the Board and shall have the right to attend but not to vote at any general meeting of the Company. Friends of The Ivors shall not have the right to elect Professional Members to the Senate
- 4.6 The Board may at any time invite a person that it thinks appropriate to be an Honorary Member. Honorary Members shall pay no subscription and shall have the right to attend but not vote at any general meeting of the Company. Honorary Members shall not have the right to elect Professional Members to the Senate

- 4.7 Academic Supporters and Patrons may be invited to join the Company, the Board or may apply to become Members. Academic Supporters and Patrons shall pay the subscription from time to time stipulated by the Board and shall have the right to attend but not to vote at any general meeting of the Company. Academic Supporters and Patrons shall not have the right to elect Professional Members to the Senate
- 4.8 The Board may at any time but subject to Article 7.7.7 invite any Member or Honorary Member to be President of the Company. Any President shall not be an officer of the Company nor be entitled to attend any Board or Senate meeting unless invited to do so.

5 Applications for Membership

- 5.1 The subscribers to the Memorandum of Association and such other persons as the Board shall admit to membership in accordance with the provisions of these Articles shall be Members of the Company subject to the provisions of Article 4. No person shall be admitted as a Member of the Company or shall have his or her application for renewal of membership approved unless his or her application is first approved by the Board or a designated employee of the Company, which shall have absolute discretion as to the admission of any person as a Member.
- 5.2 Every applicant shall only become a Member of the Company on: -
- 5.2.1 giving consent to become a Member either by signing a written consent or by submitting an electronic application via the official application process; and
 - 5.2.2 paying the annual membership fee, subject to the payment being accepted by the Company.

6 Termination and Suspension of Membership

- 6.1 A person shall forthwith cease to be a Member of the Company (provided always that at least one (1) Member remains on the Register of Members thereafter): -
- 6.1.1 if by notice in Writing to the Company he/she resigns his or her membership; or
 - 6.1.2 if he/she fails to pay the membership fee within three (3) months beginning on the start date of his or her renewal period; or
 - 6.1.3 if the Board resolves to remove a Member for one (1) or more of the following reasons.
 - 6.1.3.1 if the Company has received valid complaints, supported by credible evidence, that the Member has demonstrated inappropriate and unacceptable behaviour towards Directors, Senate Members, staff or other Members (subject to a right of appeal as set out in the Members' Charter and the Member's Code of Conduct); or
 - 6.1.3.2 if the Member is convicted of any criminal offence

(excluding minor motoring or similar offences that cannot reasonably damage the reputation of the Company); or

- 6.1.3.3 if the Board resolves that there are other reasonable grounds for believing that the Member has behaved in a way reasonably likely to bring the Company into disrepute.

Termination shall be by notice in Writing stating the reason(s) for termination. If termination takes place no less than one (1) month before that Member's subscription renewal date the Board will reimburse the Member for the remaining pro-rata amount.

- 6.2 The Board may by notice in Writing suspend the Member's membership of the Company pending its investigation into the matters referred to in Articles 6.1.3.1 and 6.1.3.3.
- 6.3 Membership is not transferable.
- 6.4 A person's membership terminates when that person dies.

PART 2

The Senate

Powers and Responsibilities

7 The Senate

- 7.1 The Senate shall consist of not more than 40 Senate Members in all.
- 7.2 Up to 38 places on the Senate shall be open to Professional Members to be elected by Professional and Standard Members and shall include the following:
- 7.2.1 Two places shall be reserved for representatives of the Songwriting Genre;
 - 7.2.2 Two places shall be reserved for representatives of the Classical Genre;
 - 7.2.3 Two places shall be reserved for representatives of the Jazz Genre;
 - 7.2.4 Two places shall be reserved for representatives of the Media Genre; and
 - 7.2.5 Up to 30 places shall be open to any Professional Member regardless of Genre.
- 7.3 The Election of the Professional Members to the Senate as referred to in Article 7.2 shall be conducted in accordance with rules to be determined by the Board from time to time.
- 7.4 Each Senate Member shall serve for a term of three (3) years but shall be entitled to re-stand for election for two (2) further consecutive terms. Senate members who have served the maximum nine (9) consecutive years shall be eligible to stand again provided that there is at least one (1) year between the end of the of their last term and the proposed starting date of the upcoming term.
- 7.5 Any Professional Member shall be entitled to put himself or herself forward

for election as a Senate Member.

- 7.6 Up to two places on the Senate will be open to Members who are twenty-five (25) years old or younger, such appointments to be made in accordance with a process to be approved by the Board from time to time and for a term not exceeding three (3) years.
- 7.7 The Senate shall meet quarterly and: -
- 7.7.1 After each election, appoint from within its number up to eleven (11) of its elected Members to the Board of Directors in accordance with a process approved by the Board from time to time;
 - 7.7.2 Shall discuss matters relating to the Company Objects; and
 - 7.7.3 Shall receive updates from the Board to be given by the Board Chair, CEO and Committee Chairs; and
 - 7.7.4 Shall consult with the Board regarding the strategic plan of the Company; and
 - 7.7.5 Shall consult with the Board at the Board's request regarding any other matter; and
 - 7.7.6 May request the Board to put any question or matter onto its agenda; and
 - 7.7.7 Shall, if requested by the Board, submit nominations for a President for consideration by the Board
 - 7.7.8 Shall ensure regular and full flow of communications between the Board and the wider membership; and
 - 7.7.9 All Senate Members shall be expected to be appointed to Committees under a process to be approved by the Board from time to time.
- 7.8 The Board shall fix the dates of the quarterly meetings of the Senate but if fifty percent (50%) of the Senate request a meeting, they can notify the Board in Writing and the Board must call a Senate meeting as soon as is practicable.

Directors

Directors' Powers and Responsibilities

8. Directors' General Authority

- 8.1 Subject to the Articles, the Directors are responsible for the management of the Company's activities, for which purpose they may exercise all the powers of the Company.
- 8.2 The Board must meet at least six (6) times every year.

9 Members' Reserve Power

- 9.1 The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, any specified action.
- 9.2 No such Special Resolution invalidates anything that the Directors have done before the passing of the resolution.

10. Directors May Delegate

- 10.1 Subject to the Articles, the Directors may delegate any of the powers which

are conferred on them under the Articles:

- 10.1.1 to such person or Committee;
- 10.1.2 by such means (including by power of attorney);
- 10.1.3 to such an extent;
- 10.1.4 in relation to such matters or territories; and
- 10.1.5 on such terms and conditions;

as they think fit. Any delegation of powers must be in Writing and must be the subject of a Board decision.

- 10.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 10.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

11. Committees and Groups

- 11.1 The Board as it thinks fit but in accordance with best governance practice, may establish any Committee to which the Board may delegate certain of its powers provided that it shall establish a permanent Finance and HR Committee. Any Committee shall have at least two (2) persons who are either Elected Directors or Senate Members serving thereon.
- 11.2 Committees to which the Board delegates certain of its powers must follow procedures that are based as far as they are applicable on those provisions of the Articles that govern the taking of decisions by Directors.
- 11.3 Committees to which the Board does not delegate certain of its powers shall be advisory only and the Board shall retain full powers over the matters within such Committee's advisory remit.
- 11.4 The Board may establish or convene any Group for the purpose of advising the Directors or Committees. No powers may be delegated to the said Group and the Board or Committees, as the case may be, shall retain full powers over the matters within such Group's advisory remit.
- 11.5 The Directors may make rules of procedure for any Committee or Group. These prevail over rules derived from the Articles if they are not consistent with them. Where the Directors do not make rules of procedure for any Committee or Group, such Committee or Group may establish its own rules of procedure.
- 11.6 At the Board's discretion, Committee Members or Group Members shall be appointed by the Board (or by one (1) or more persons appointed by the Board).
- 11.7 The Board in its discretion shall be entitled to co-opt additional persons whether or not Members to serve as Committee Members and Group Members.

Decision Making

12. Directors to Take Decisions Collectively

- 12.1 Subject to the Act, any decision of the Directors must be approved by a majority of the Directors. In the case of an equality of votes the Chair shall

have a second or casting vote.

13. Calling a Directors' Meeting

- 13.1 Notice of each meeting shall be sent seven (7) days in advance of that meeting in accordance with this Article 13.
- 13.2 Notice of any Directors' meeting must indicate:
 - 13.2.1 its proposed date and time; and
 - 13.2.2 where it is to take place; and
 - 13.2.3 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.
- 13.3 Notice of a Directors' meeting must be given to each Director but need not be in Writing.
- 13.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven (7) days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

14. Participation in Meetings

- 14.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, Senate Members participate in a Senate meeting or part of a Senate meeting and Committee Members participate in a Committee meeting, or part of a Committee meeting, when:
 - 14.1.1 the meeting has been called and takes place in accordance with the Articles or any applicable terms of reference as the case may be; and
 - 14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.2 In determining whether Directors, Senate Members and/or Committee Members are participating in a Directors', Senate or Committee meeting, it is irrelevant where any Director, Senate Member or Committee Member is located or how they communicate with each other.
- 14.3 If all the Directors, Senate Members or Committee Members 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.

15. Quorum for Board, Senate and Committee Meetings

- 15.1 At a Board, Senate or Committee meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 15.2 The quorum for Board meetings may be fixed from time to time by a decision of the Directors but it must never be less than five (5) of the Elected Directors then appointed to the Board.
- 15.3 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 to

notify the Senate and to call a meeting of the Senate so as to enable the Senate Members to appoint further Elected Directors. Should such a process not resolve the issue, the Board must call a general meeting so as to enable the Members to appoint further Directors.

15.4 The quorum for Senate Meetings may be fixed from time to time by the Senate but in the absence of any other decision shall be at least fifty percent (50%) of the number of Senate Members that comprise the Senate at any given time and any such number must always include at least five (5) Senate Members who are also Elected Directors.

15.5 The quorum for any Committee or Group may be established by the Directors within the terms of reference for that Committee.

16. Chairing of Meetings

16.1 Directors may appoint a Director to chair their meeting. The person so appointed for the time being is known as the Chair. The maximum term for a Chair shall be six (6) years.

16.2 The Directors may terminate the Chair's appointment at any time.

16.3 If the Chair is not participating in a Directors' meeting within ten (10) minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

16.4 Unless otherwise directed by the Board, Committees and Groups shall be entitled to select their own chair according to their own procedure provided that the said Committee or Group must abide by any rules set out by the Board and included within the terms of reference for such Committee or Group.

17. Declarations of Interest

17.1 If a Director, Senate Member, Committee Member or Group Member is in any way interested in or connected with a transaction, arrangement or situation with a third party and that Director, Senate Member, Committee Member or Group member, acting reasonably and in consideration of any overriding confidentiality obligations that that Director, Senate Member, Committee Member or Group Member may have to a third party, considers that such transaction, arrangement or situation would (i) be of relevance to the other Directors, Senate Member, Committee Members or Group Members in their capacity as Directors, Senate Members, Committee Members or Group Members of the Company or (ii) prejudice the interests of the Company, then that Director, Senate Member, Committee Member or Group Member shall declare such transaction, arrangement or situation to the other Directors, Senate Members, Committee Members or Group Members.

17.2 Subject to Article 18.2, any declaration made pursuant to Article 17.1 shall not prevent that Director, Senate Member, Committee Member or Group Member from being counted in the decision-making process for quorum or voting purposes at any meeting at which that declaration is made.

18. Conflicts of interest

18.1 Each Director Senate Member or Committee Member shall make an annual individual statement in Writing that shall be put before the Members in general meeting containing the following information:

- 18.1.1 any remuneration or benefits (including pensions and benefits in kind) received in the preceding financial year from the Company;
- 18.1.2 any actual or potential conflict between any personal interests and those of the Company or between any obligations owed to the Company and any duty owed to any other person or other party.

Group Members shall only be obliged to complete an annual statement in writing if the Board considers it appropriate, bearing in mind the nature of the Group and the purpose for which it has been established.

- 18.2 If a proposed decision of the Directors, Senate Members, Committee Members or Group Member is concerned with an actual or proposed transaction or arrangement with the Company in which a Director, Senate Member, Committee Member or Group Member is interested, that Director, Senate Member, Committee Member or Group Member is not to be counted as participating in the decision-making process for quorum or voting purposes unless Article 18.3 applies.
- 18.3 This Article applies when:
 - 18.3.1 the Board, Senate, Committee or Group, by a resolution approved by at least a majority of those permitted to vote, disapplies the provision of the Articles which would otherwise prevent a Director, Senate Member, Committee Member or Group Member from being counted as participating in the decision-making process;
 - 18.3.2 the Director's, Senate Member's, Committee Member's or Group Member's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 18.3.3 the Director's, Senate Member's, Committee Member's or Group Member's conflict of interest arises from a permitted cause.
- 18.4 For the purposes of this Article, the following are permitted causes:
 - 18.4.1 a guarantee given, or to be given, by or to a Director, Senate Member, Committee Member or Group Member in respect of an obligation incurred by or on behalf of the Company or any of its Subsidiaries (if any); subscription, or an agreement to subscribe, for securities of the Company or any of its Subsidiaries (if any), or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - 18.4.2 arrangements pursuant to which benefits are made available to employees and/or Directors and/or Senate Members and/or Committee Members and/or Group Members or former employees and/or Directors and/or Senate Members and/or Committee Members and/or Group Members of the Company or any of its Subsidiaries (if any) provided that such arrangements do not provide special benefits for such individuals.
- 18.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting and apply mutatis mutandis to any Senate meeting or Committee meeting or Group meeting.
- 18.6 Subject to Article 18.7, if a question arises at a meeting of Directors, the Senate or of a Committee or Group of the Board as to the right of a Director or Senate

or Committee Member or Group Member to Participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair of that meeting whose ruling in relation to any Director or Senate or Committee Member or Group Member other than the chair is to be final and conclusive.

- 18.7 If any question as to the right to Participate in the meeting (or part of the meeting) should arise in respect of the chair of the meeting, the question is to be decided by a decision of the Directors or Senate Members or Committee Members or Group Members at that meeting, for which purpose the chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

19. Minority Views

If the Directors or Senate Members or Committee Members or Group Members cannot reach unanimous agreement on a matter, each relevant Director or Senate Member, Committee Member or Group Member present and eligible to vote at the relevant meeting shall be permitted to express his or her “minority views” at that meeting.

20. Records of Decisions to be kept

The Directors must ensure that the Company keeps a record, in Writing, for at least ten (10) years from the date of the decision recorded, of every decision taken by or under delegated powers from the Directors and approved by at least a majority of the Board (or Senate or Committee or Group, if applicable).

21. Directors' discretion to make further rules

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

Appointment of Directors

22. Methods of Appointing/Removing Directors

- 22.1 Subject to Article 22.2, the number of Directors of the Company shall be no more than ~~sixteen~~(16) and shall be comprised of:

22.1.1 eleven (11) Elected Directors appointed by the Senate in accordance with Article 7.7.1 which shall include one of each of the respective Genre Senate Members.

22.1.2 one (1) Member who is twenty-five (25) years or under and appointed. The Directors may approve this seat to be subject to a job-sharing arrangement; and

22.1.3 two (2) Independent Directors who are neither Members nor songwriters or composers, who shall be appointed by at least a majority decision of the remaining Directors; and

22.1.4 if deemed beneficial to the Company by the Board from time to time, up to two (2) Directors co-opted by the Board in accordance with Article 22.5.

- 22.2 The Members by Special Resolution may elect to change the composition of the Board without being required to amend the Articles.

- 22.3 Subject to retirement or termination of their appointment in accordance with Article 23, Directors shall stand for a term of three (3) years but shall be entitled to re-stand for election for two (2) further consecutive terms. Directors who have served nine (9) consecutive years shall be eligible to stand again provided that there is at least one (1) year between the end of their last term and the proposed starting date of the upcoming position.
- 22.4 To fill a vacancy for an Elected Director that has arisen in between Election Dates, the Senate may by at least a majority vote appoint an additional Senate Member to be a Director, provided that person is not ineligible as having served a maximum term as a Director under Article 22.3, is willing to act as a Director, and is permitted by law to do so. Such Director shall stand down at the next Election Date but subject to Article 22.3, may re-stand for election.
- 22.5 The Directors may by at least a majority vote shall be entitled in their discretion to co-opt up to two (2) additional persons to serve as Directors on the Board, whether such person are members or not or if they are Members regardless of which class of Membership they hold provided that they are not ineligible to act as a Director by virtue of Article 22.3.
- 22.6 In the event that there are less than forty (40) Senate Members elected or appointed to the Senate, the Directors may by at least a majority vote shall be entitled in their discretion to co-opt additional persons to serve as Senate Members, provided such persons are Members, regardless of which class of membership they hold and that they are not ineligible to act as a Senate Member under Article 7.4 and provided always that the total number of Senate Members shall not exceed 40.

23. Termination of Director's Appointment and Removal of Director or Senate Members

- 23.1 A person ceases to be a Director or Senate Member (as applicable) as soon as:
- 23.1.1 In the case of Directors, that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law
 - 23.1.2 the Director or Senate Member has served the maximum term under these Articles;
 - 23.1.3 a bankruptcy order is made against that person;
 - 23.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 23.1.5 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director or Senate Member and may remain so for more than three (3) months;
 - 23.1.6 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - 23.1.7 notification is received by the Chair that the Director or Senate Member is resigning from office, and such resignation has taken effect in accordance with its terms; or
 - 23.1.8 that person ceases to be a Member;
 - 23.1.9 that person has failed to attend or Participate in three (3) consecutive Board or Senate meetings (as applicable) and does not attend or Participate in the next Board or Senate meeting following a written

warning from the Chair of that person's failure.

23.1.10 He or she is removed in accordance with Article 23.2.

23.2 The Board may vote by at least a two-thirds majority to remove a Director or Senate Member if there is credible evidence to suggest that such Director or Senate Member has breached the Company's Directors and Senate Members Code of Conduct (as approved by the Board) and/or acted in such a way as be likely to bring the Company into disrepute. To remove a Director or Senate Member under this Article 23.2, notice must be given to the Director or Senate Committee Member in question at least 28 days before the Board meeting at which the resolution is to be moved. The Board must send a copy of the resolution to the said Director or Senate Member who must be allowed to make written representations to Board in advance of the meeting and also to attend the meeting in person. The Board shall be entitled to invite such other persons to attend the meeting as it reasonably considers appropriate to a fair consideration of the resolution.

23.3 If a Director or Senate Member's membership of the Company is suspended in accordance with Article 6.2, then that individual's status as Director and/or Senate Member shall also be automatically suspended for the same period of suspension as is applicable to their membership of the Company.

23.4 For the purposes of Article 23.1.2, any time served by any person as a Director prior to the date of the adoption of these Articles shall count toward the maximum term specified in Article 22.3 and any term served by any Member on any Genre Committee that may have existed prior to the adoption of these Articles shall count toward the maximum term specified in Article 7.4.

24 Directors', Senate, Committee and Group Members' Remuneration and Expenses

24.1 The Company may pay any reasonable expenses which the Directors and/or Senate and/or Committee Members and/or Group Members properly incur in connection with their attendance at:

24.1.1 meetings of the Board, the Senate, Committees or Groups;

24.1.2 general meetings;

24.1.3 or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

24.2 The Directors and/or Senate and/or Committee Members and/or Group Members may undertake any services for the Company that the Directors may determine.

24.3 The Directors, Senate or Committee Members shall be entitled to such remuneration as the Directors shall determine: -

24.3.1 for their services to the Company as Chair, Directors and/or Senate or Committee Members; and/or

24.3.2 for any other service that they undertake for the Company.

24.4 Subject to the Articles, the remuneration of the Directors and/or Senate or Committee Members' may take any form. Unless the Board determines otherwise, the remuneration of the Directors and/or Senate or Committee Members shall accrue from day to day.

24.5 Resolutions by the Board on matters of remuneration must be approved by the entire Board excluding any Director to be remunerated thereunder.

25 Secretary

A secretary shall be appointed by the Board for such time and at such remuneration and upon such conditions as the Board may think fit and any secretary so appointed may be removed by the Board.

PART 3

Organisation of General Meetings and Annual General Meetings

26 Annual General Meetings

The Company shall hold a general meeting in every calendar year as its annual general meeting at such time and place as shall be determined by the Board and shall specify the meeting as such in the notices calling it, provided that every annual general meeting shall be no more than fifteen (15) months from the date of the preceding annual general meeting.

27 Convening of General Meetings

27.1 All meetings other than annual general meetings shall be called general meetings. The Directors may, whenever they think fit, and shall on requisition in accordance with the Act, proceed to convene a general meeting.

27.2 At least twenty eight (28) Clear Days notice in Writing of every annual general meeting and of every meeting convened to pass a Special Resolution and at least fourteen (14) Clear Days notice in Writing of every general meeting, specifying the place, the day and the hour of the meeting, the nature of the business to be conducted, and in the case of a Special Resolution, the form of such resolution shall be given to such persons (including the Auditors) as are under these Articles or under the Act entitled to receive such notices from the Company. However, with the consent of the all the Members having voting rights at the meeting (in the case of the annual general meeting) and of the Members having ninety five percent (95%) of the voting rights at any other general meeting, a meeting may be convened by such notice as those Members may think fit.

27.3 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by any person entitled to receive notice thereof shall not invalidate any resolutions passed, or proceedings had at that meeting.

28 Attendance and Speaking at General Meetings

28.1 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.

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

28.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

28.2.2 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.

28.3 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.

28.4 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.

28.5 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.

29 Quorum for General Meetings

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

29.2 The quorum for general meetings shall be the lesser of twenty (20) Professional Members or ten percent (10%) of the Professional Members.

30 Chairing General Meetings

30.1 If the Directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.

30.2 If the Directors have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten (10) minutes of the time at which a meeting was due to start:

30.2.1 the Directors present; or

30.2.2 (if no Directors are present), the meeting,

must appoint a Director or Member to chair the meeting, and the appointment of the Chair of the Meeting must be the first business of the meeting.

30.3 The person chairing a meeting in accordance with this Article is referred to as "the Chair of the Meeting".

30.4 The Chair of the Meeting (whether the Chair appointed by the Directors or otherwise) shall have the power to take such actions as he/she thinks fit to promote the orderly conduct of the business of the meeting and his/her decision on matters of procedure shall be final.

31 Attendance and Speaking by Directors and Non-Members

31.1 Directors may attend and speak at general meetings, whether or not they are Members.

31.2 The Chair of the Meeting may permit other persons who are not Members of to attend and speak at a general meeting.

32 Adjournment

- 32.1 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.
- 32.2 The Chair of the Meeting may adjourn a general meeting at which a quorum is present if:
 - 32.2.1 the meeting consents to an adjournment; or
 - 32.2.2 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.
- 32.3 The Chair of the Meeting must adjourn a general meeting if directed to do so by the meeting.
- 32.4 When adjourning a general meeting, the Chair of the Meeting must:
 - 32.4.1 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
 - 32.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 32.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - 32.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 32.5.2 containing the same information which such notice is required to contain.
- 32.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

Voting at General Meetings

33 Voting: General

- 33.1 Subject as herein provided, every Professional Member shall have ten (10) votes and every Standard Member shall have one (1) vote. For the avoidance of doubt such weighting shall apply to any elections taking place under Article 7.
- 33.2 A resolution put to the vote of a general meeting must be decided on the basis of a poll.
- 33.3 Subject to the Act, any decision taken by the Members must be approved by at least two-thirds of the Members.

34 Errors and Disputes

- 34.1 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.

- 34.2 Any such objection must be referred to the Chair of the Meeting whose decision is final.

35 Poll Votes

Polls must be taken immediately and in such manner as the Chair of the Meeting directs.

36 Content of Proxy Notices

- 36.1 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:

- 36.1.1 states the name and address of the Member appointing the proxy;
- 36.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
- 36.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- 36.1.4 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.

- 36.2 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one (1) or more resolutions.

- 36.3 Unless a Proxy Notice indicates otherwise, it must be treated as:

- 36.3.1 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
- 36.3.2 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.

37 Delivery of Proxy Notices

- 37.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.

- 37.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

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

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

38 Amendments to Resolutions

- 38.1 A resolution requiring approval by at least two-thirds of the Members which is to be proposed at a general meeting may be amended by approval of at least

two-thirds of the Members if:

- 38.1.1 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 before the meeting is to take place (or such later time as the Chair of the Meeting may determine); and
 - 38.1.2 the proposed amendment does not, in the reasonable opinion of the Chair of the Meeting, materially alter the scope of the resolution.
- 38.2 A Special Resolution to be proposed at a general meeting may be amended by approval of at least two-thirds of the Members if:
- 38.2.1 the Chair of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 38.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 38.3 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.

PART 4

Administrative Arrangements

39 Means of Communication to be Used

- 39.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in Electronic Form and in any way in which the Act provides for Documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 39.2 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.
- 39.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

40 Company Seals

- 40.1 Any common seal may only be used by the authority of the Directors.
- 40.2 The Directors may decide by what means and in what form any common seal is to be used.
- 40.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a Document, the Document must also be signed by at least one (1) authorised person in the presence of a witness who attests the signature.
- 40.4 For the purposes of this Article, an authorised person is:
 - 40.4.1 any Director of the Company;

- 40.4.2 the company secretary (if any); or
- 40.4.3 any person authorised by the Directors for the purpose of signing Documents to which the common seal is applied.

41 Accounts

- 41.1 At the annual general meeting in every year the Board shall lay before the Company the accounts, including a profit and loss account for the period since the last preceding account made up to a date not less than twelve (12) months before such meeting, together with a balance sheet made up as at the same date. Such accounts shall be accompanied by reports of the Board and the Auditors. Copies of such accounts and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other Documents required by law to be annexed or to accompany the same shall not less than twenty eight (28) Clear Days before the meeting, subject nevertheless to the provisions of Section 240 of the Act, be sent to the Auditors and to all other persons entitled to receive notices of the general meetings in the manner in which notices are hereafter directed to be served.
- 41.2 Except as provided by law or authorised by the Directors or a resolution of the Company under Article 33.3, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Member.
- 41.3 The financial year of the Company commences on 1 January and ends on 31 December in each year.
- 41.4 The Company will qualify for an audit exemption under Article 477 of the Act where, at the end of the financial year it has at least two (2) of the following:
 -
 - 41.4.1 an annual turnover of no more than £6,5 million;
 - 41.4.2 assets worth no more than £2.35 million;
 - 41.4.3 50 or fewer employees.

42 Provision for Employees on Cessation of Business

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its Subsidiaries (if any) (other than a Director or former Director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary.

Directors' Indemnity and Insurance

43 Indemnity

- 43.1 Subject to Article 43.2, a relevant Director of the Company or an associated Company may be indemnified out of the Company's assets against:
 - 43.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
 - 43.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act);
 - 43.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.

43.2 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.

43.3 In this Article:

43.3.1 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate; and

43.3.2 a “relevant director” means any director or former Director of the Company or an associated company.

44 Insurance

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

In this Article:

44.1.1 a “relevant director” means any Director or former Director of the Company or an associated company;

44.1.2 a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that Director’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company; and

44.1.3 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate.