

Company No. 2334102

The Companies Act 2006

Company Limited by Guarantee

## Articles of Association

(Adopted by special resolution on \_\_\_\_\_)

of

## The UK Oracle User Group Limited

Incorporated on the 11<sup>th</sup> January 1989

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## 1. Defined terms and interpretation

### 1.1. In these Articles

<b>Act</b>	means the Companies Act 2006.
<b>Appointed Director</b>	has the meaning given to it in Article 15.3.
<b>Articles</b>	means the Articles of the Company as set out herein and as amended from time to time.
<b>Associated Company</b>	companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.
<b>Board of Directors</b>	means the group of persons who have for the time being been duly appointed under the Articles to act as the Directors of the Company (including, without limitation, Elected Directors, Appointed Directors and the Chief Executive Officer).
<b>Byelaws</b>	means the Byelaws of the Company as agreed by the Directors from time to time.
<b>Chair</b>	means any Chair appointed in accordance with Articles 15.13 and 20.5.
<b>Chief Executive Officer</b>	means the person appointed to the office of chief executive officer of the Company from time to time in accordance with Article 15.5.
<b>Director</b>	means any person appointed as a director of the Company in accordance with these Articles (including, without limitation, Elected Directors, Appointed Directors and a director appointed as Chief Executive Officer pursuant to Article 15.5) and the term directors shall be interpreted in accordance with sections 250 and 251 of the Act.
<b>Document</b>	includes messages or other material in writing regardless of the medium on which it is recorded.
<b>Elected Director</b>	has the meaning given to it in Article 15.4.
<b>Eligible Director</b>	means a Director who would be entitled to vote on the Matter at a meeting of Directors (but excluding any Directors whose vote is not to be counted in respect of the particular matter).
<b>Hybrid Meeting</b>	means a general meeting held and conducted by both physical attendance by members and/or proxies at a particular place and by members and/or proxies also being able to attend and participate by electronic means without needing to be in physical attendance at that place.

<b>In Writing</b>	and similar expressions shall mean unencrypted words, phrases dates and numbers (but excluding binary or other code) such phrase being construed in its ordinary and natural sense but regardless of the method by which it is recorded or displayed, or the medium on which it is recorded or displayed.
<b>Member</b>	means any member of the Company having the rights set out in these Articles and subject to the relevant Terms and Conditions of the Company as agreed by the Directors from time to time and "Membership" refers to the status of being a Member.
<b>Office</b>	means the registered office of the Company.
<b>Physical Meeting</b>	means a meeting held and conducted by physical attendance by Members and/or proxies at a particular place.
<b>President</b>	means any President appointed in accordance with Articles 15.11 and 20.6.
<b>Relevant Director</b>	means any Director or former Director of the company or an associated company.
<b>Relevant Loss</b>	means any loss or liability which has been or may be incurred by a Relevant Director in connection with that Director's duties in relation to the company, any associated company, or any pension fund or employees' share scheme of the company or associated company.
<b>Secretary</b>	means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company.
<b>Signature</b>	means a means by which a person associates themselves with a Document to give a person considering the Document confirmation that the Document has been approved by the person who it purports to be signed by. The term signature shall include original manual impressions on a Document, electronic codes of authenticity and/or integrity, and recipient printout and/or facsimile copies of the same.
<b>Terms and Conditions</b>	means the Terms and Conditions governing the different types of Members of the Company as agreed by the Directors from time to time.
<b>Term of Office</b>	means the term of office of an Elected Director or Appointed Director which shall be determined by the Board and be no longer than three years, save that an Elected Director or Appointed Director who resigns or is removed from office before that term has naturally expired shall be deemed to have served a full term of three years if that Elected Director or Appointed Director has served in office for more than half of their Term of Office.

<b>United Kingdom</b>	means Great Britain and Northern Ireland.
<b>Vice Chair</b>	means any Vice Chair appointed in accordance with Articles 15.14, 20.7 and 20.9.
<b>Virtual Meeting</b>	means a general meeting held and conducted by members and/or proxies also being able to attend and participate by electronic means without needing to be in physical attendance at that place.

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.

References in these Articles to the singular shall include reference to the plural and vice versa and references to one gender shall be deemed to include a reference to all genders as the context requires.

The headings in these Articles are for convenience only and shall not affect their interpretation.

This document comprises the Articles of Association of the Company and no regulations set out in any statute or statutory instrument concerning companies shall apply as Articles of Association of the Company.

## 2. Objects

The objects of the Company are to promote, support and advance the interests, education and professional development of users of Oracle technologies and related digital capabilities in the United Kingdom; to foster community, knowledge sharing and standards; and to represent members' interests.

## 3. Members

- 3.1. The subscribers to the memorandum of association of the Company and such other persons as are admitted to Membership in accordance with the Articles and relevant Terms and Conditions and Byelaws shall be Members of the Company.
- 3.2. Every person or organisation wishing to become a Member of the Company shall deliver to the Company an application for Membership in such form and by such means as the Directors require of them.
- 3.3. A Member may at any time withdraw from the Company by giving at least 7 clear days' notice to the Company.
- 3.4. Members are subject to the Terms and Conditions applicable to their category of Membership and should there be any conflict between these Articles and the relevant Terms and Conditions then these Articles shall prevail.

- 3.5. Membership shall not be transferable unless through merger or acquisition.
- 3.6. Disciplinary processes shall be as determined by the Directors from time to time and published to the Members in the appropriate Terms and Conditions.
- 3.7. Withdrawal from or termination of Membership shall not entitle the person seeking to withdraw or ceasing to be a Member to a refund of Membership fees.
- 3.8. The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the company in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for
  - 3.8.1. payment of the company's debts and liabilities contracted before they cease to be a Member,
  - 3.8.2. payment of the costs, charges and expenses of winding up, and
  - 3.8.3. adjustment of the rights of the contributories among themselves.

## 4. Annual General Meetings

- 4.1. The Company shall hold a general meeting as its annual general meeting in addition to any other meetings and shall specify the meeting as such in the notices calling it. The annual general meeting of the Company for each calendar year shall be held no later than 31 March each year (or within 15 months of the previous AGM if later). The annual general meeting in each year shall be held at such time and place as the Directors shall appoint.
- 4.2. The annual report and financial statements shall be circulated or made available to Members not less than 14 clear days prior to the annual general meeting, together with any resolutions to be proposed.

## 5. Persons entitled to call general meetings

- 5.1. The Directors may call general meetings of the Company.
- 5.2. The Chair may call general meetings of the Company.
- 5.3. Members representing either at least 5% of the total voting rights of all Members entitled to vote at general meetings or ten such Members (whichever is the higher, but not fewer than ten Members in total, may require the Directors to call a general meeting in accordance with section 303 of the Companies Act 2006. For the avoidance of doubt, this threshold replaces the statutory thresholds in sections 303(2)(a) and (b) of the Act.

## 6. Form of general meetings

- 6.1. The Directors may decide to hold a general meeting:
  - 6.1.1. Entirely by an electronic means; or
  - 6.1.2. Partly by electronic means and partly at one or more physical locations; or
  - 6.1.3. Entirely at one or more physical locations.
- 6.2. The Board may decide in relation to any general meeting (including a postponed or adjourned meeting) whether the general meeting is to be held as a Virtual Meeting, Physical Meeting, or as a Hybrid Meeting and shall, for the avoidance of doubt, be under no obligation to convene a meeting as a Hybrid Meeting or Virtual Meeting whatever the circumstances.
- 6.3. Subject to the requirements of the Act, the Board may make such arrangements as they may decide in connection with the facilities for participation by electronic means in a Hybrid Meeting or Virtual Meeting. In the case of a hybrid or virtual meeting, the provisions of these Articles shall be treated as modified to permit any such arrangements and, in particular:
  - 6.3.1. references in these Articles to attending and being present at the meeting, including in relation to the quorum for the meeting and the right to vote at the meeting, shall be treated as including participating in the meeting by electronic means;
  - 6.3.2. the meeting shall be duly constituted and its proceedings valid if the chair of the meeting is satisfied that adequate facilities have been made available so that all persons (being entitled to do so) attending the Meeting by electronic means, may participate in the business for which the meeting has been convened.

Under no circumstances shall the inability of one or more Members or proxies to access, or continue to access, the facilities for participation in the meeting despite adequate facilities being made available by the Company, affect the validity of the meeting or any business conducted at the meeting, provided that the meeting is quorate;
  - 6.3.3. the Board of Directors may authorise any voting application, system or facility in respect of the electronic platform for Hybrid Meetings and Virtual Meetings as they may see fit; and
  - 6.3.4. if it appears to the chair of the meeting that the electronic facilities for a Hybrid Meeting or Virtual Meeting have become inadequate for the purpose of holding the meeting then the chair of the meeting may, with or without the consent of the meeting, interrupt or adjourn the meeting (before or after it has started). All business conducted at the Meeting up to the point of the adjournment shall be valid.

- 6.3.5. In relation to electronic participation at a general meeting, the right of a Member to participate electronically shall include without limitation the right to speak, vote on a poll, be represented by a proxy and have access (including electronic access) to all documents which are required by the Act or these Articles to be made available at the meeting.
- 6.3.6. If, after the sending of notice of a Hybrid Meeting or Virtual Meeting but before the meeting is held (or after the adjournment of a Hybrid or Virtual Meeting but before the adjourned meeting is held), the Board of Directors considers that it is impracticable or unreasonable to hold the meeting at the time specified in the notice of meeting using the electronic facilities stated in the notice of meeting or made available prior to the meeting, they may change the meeting to a Physical Meeting, change the electronic facilities (and make details of the new facilities available in the manner stated in the notice of meeting), and/or postpone the time at which the meeting is to be held.
- 6.3.7. An adjourned general meeting or postponed general meeting may be held as a Physical Meeting, Hybrid Meeting, or Virtual Meeting irrespective of the form of the general meeting which was adjourned or postponed.
- 6.3.8. The Board of Directors or the chair of the meeting may make any arrangement and impose any requirement or restriction they consider appropriate to ensure the security of a Hybrid Meeting or Virtual Meeting including, without limitation, requirements for evidence of identity that is:
  - 6.3.8.1. necessary to ensure the identification of those taking part and the security of the electronic communication, and
  - 6.3.8.2. proportionate to those objectives.

## 7. Notice of general meetings

- 7.1. All meetings (including the annual general meeting held in accordance with Article 4) shall be called by notice of at least 14 clear days. The notice shall be given to all the Members and Directors of the Company and shall specify
  - 7.1.1.1. the time and place of the meeting and, where the meeting is a Hybrid Meeting or Virtual Meeting, details of the facilities for attendance and participation by electronic means at the meeting, and
  - 7.1.1.2. the general nature of the business to be transacted, and
  - 7.1.1.3. in the case of an annual general meeting, it shall specify the meeting as such.
- 7.2. All Hybrid and Virtual General Meetings shall be recorded (audio/visual) unless members resolve otherwise. Recordings shall be made available upon request to members for at least 30 days after the meeting and retained until the next general meeting.

## 8. Notices general

- 8.1. The Company may give any notice to a Member either personally, by sending it by post in a prepaid envelope addressed to the Member at their registered address, by leaving it at that address, or may give notice electronically to the last known e-mail address for the Member kept by the Company.
- 8.2. A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 8.3. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that an e-mail message containing or attaching a notice was transmitted by the Company or on its behalf shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted and in the case of e-mail notice 1 hour after it was sent.
- 8.4. Any notice to be given to or by any person pursuant to the Articles shall be in Writing except that a notice calling a meeting of the Directors need not be in Writing.

## 9. Proceedings at general meetings

- 9.1. No business other than the appointment of a chair of the meeting shall be transacted at any general meeting of the Company unless a quorum is present.
- 9.2. The quorum for a general meeting shall be two paid-up Members present and entitled to vote, whether in person or by proxy, and for the purposes of this Article a Member participating in a Hybrid Meeting shall be treated as being present in person.
- 9.3. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present (save for any period allotted for the taking of any poll), the meeting shall stand adjourned to such other time and place as the Directors may determine.
- 9.4. The Chair or in their absence (or if no Chair has been appointed) some other Director nominated by the Directors shall preside as chair of the meeting.
- 9.5. If no Director is willing to act as chair, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chair of that meeting.
- 9.6. A Director shall, notwithstanding that they are not a Member, be entitled to attend and speak at any general meeting and participate in any online electronic debate or forum maintained by the Company which is associated with such meeting.

- 9.7. The chair of the meeting may adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 9.8. A resolution put to the vote of a general meeting shall be decided on a poll taken of those attending personally or by proxy.
- 9.9. A poll shall be taken at such time and place as the chair of the meeting directs, and in any event within 7 days of the date of the general meeting, and in accordance with any standing rules for the conduct of polls laid down by the Board of Directors from time to time and they may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

## 10. Votes of members

- 10.1. On a poll every Member who is entitled to vote and is present or by proxy shall have one vote.
- 10.2. Proxies may only validly be appointed by a notice in writing which:
  - 10.2.1. states the name and address of the Member appointing the proxy;
  - 10.2.2. identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - 10.2.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - 10.2.4. is delivered to the company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 10.3. The Board of Directors may authorise any voting application, system or facility in respect of the electronic platform for Hybrid Meetings or Virtual Meetings as they may see fit; and the Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 10.4. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 10.5. Unless a proxy notice indicates otherwise, it must be treated as:
  - 10.5.1. 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

- 10.5.2. 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.

## 11. Voting: general

- 11.1. 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.
- 11.2. If there is a tie vote, whether on show of hands or on a poll, the chair of the meeting shall have a second or casting vote.

## 12. Errors and disputes

- 12.1. 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.
- 12.2. Any such objection must be referred to the chair of the meeting whose decision is final.

## 13. Poll votes

- 13.1. A poll on a resolution may be demanded:
  - 13.1.1. in advance of the general meeting where it is to be put to the vote, or
  - 13.1.2. the result of a show of hands on that resolution is declared.
- 13.2. A poll may be demanded by:
  - 13.2.1. the chair of the meeting;
  - 13.2.2. the Directors;
  - 13.2.3. two or more persons having the right to vote on the resolution; or
  - 13.2.4. a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 13.3. A demand for a poll may be withdrawn if:
  - 13.3.1. the poll has not yet been taken, and
  - 13.3.2. the chair of the meeting consents to the withdrawal.

- 13.4. Polls must be taken immediately and in such manner as the chair of the meeting directs.

## 14. Amendments to resolutions

- 14.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - 14.1.1. 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
  - 14.1.2. the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 14.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - 14.2.1. the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 14.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 14.3. 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.

## 15. Election and appointment of Directors

- 15.1. The maximum number of Directors shall be nine persons, of whom at least three shall be Elected Directors who are independent of the Company's management. An independent Director is one who is free from any close relationship with the Company's staff, major suppliers, or funders that could materially interfere with their exercise of objective judgement.
- 15.2. The size and composition of the Board shall be set by the Board having regard to skills, experience, diversity, independence, and member willingness to serve.
- 15.3. Subject to Article 15.1, the Directors shall have the power to appoint such persons as they see fit to be a Director of the Company (each an Appointed Director) provided that following any such appointment the total number of Appointed Directors shall be not more than four.
- 15.4. Subject to Article 15.1, the Members shall have the power to appoint such persons who are Members as they see fit to be Directors of the Company (each an Elected Director). The process and rules for appointing the Elected Directors shall be determined and coordinated by the Board of Directors.

- 15.5. Subject to the provisions of the Act and Articles 15.1 and in addition to the Directors appointed pursuant to Articles 15.2 and 15.3, the Directors may appoint a Chief Executive Officer who shall, by virtue of their office be appointed as a Director. In each case the Company may enter into an agreement or arrangement with any such Director for their employment by the Company or for the provision by them of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for their services as they think fit.
- 15.6. Each Elected Director shall serve for a period of no more than three years. The term of office shall be set by the Board prior to the invitation to stand for election is published or circulated to Members. Elected Directors may be elected by the Members for a maximum of two consecutive terms. Should there be no suitable candidate to replace an Elected Director, an Elected Director may be put forward by agreement of the Board of Directors for re-election by the Members for a third consecutive term.
- 15.7. Each Appointed Director shall serve for a period as set in their Directors' contract, which shall be no more than three years. Appointed Directors may be reappointed to serve an additional term. Where the Board feels that there are no suitable replacements, an Appointed Director may be appointed for a third term.
- 15.8. An Elected Director or Appointed Director retiring from office having served their maximum number of consecutive terms as a Director may not present themselves for re-election or re-appointment for a period of three years from such retirement.
- 15.9. The maximum period of office for a Director shall be 12 years.
- 15.10. Subject to Article 15.9, an Elected Director may be appointed to the Board as an Appointed Director at any time.
- 15.11. Subject to Article 15.9, the Board may appoint a President from within or external to the Board for a term of up to three years and eligible for one further consecutive term.
- 15.12. For the purposes of Article 15.1, where the President has been appointed from within the Board of Directors, the President's status as an Elected or Appointed Director shall be deemed to be the same as their status immediately before their appointment as President and will continue as their status for the period of their appointment.
- 15.13. Subject to Article 15.9 the Board may appoint a Chair from within the Board for a term of up to three years and eligible for one further consecutive term.
  - 15.13.1. For the purposes of Article 15.1, the Chair's status as an Elected or Appointed Director shall be deemed to be the same as their status immediately prior to their appointment as Chair and shall continue as their status for the period of their appointment.

- 15.13.2. Where the Chair has also been appointed as the Chief Executive Officer, for the purposes of Article 15.1 they shall be an Appointed Director.
- 15.14. Subject to Article 15.9 the Board may appoint a Vice Chair from within the Board. For the purposes of Article 15.1 the Vice Chair will continue in their existing role of Appointed or Elected Director.
- 15.15. Subject to the provisions of Article 15.3, 15.4, and 15.9 the Board may extend or shorten the term of office of any Elected Director or Appointed Director if the size and composition of the Board is changing in accordance with Article 15.1.
- 15.16. An Appointments Committee shall be established with terms of reference approved by the Board. It shall have at least three members, including at least one Elected Director, and oversee fair elections, encourage member participation in the election process, and conduct reviews as set out in its terms of reference.

## 16. Powers of Directors

- 16.1. 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.
- 16.2. Subject to the Articles and the Companies Act 2006, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

## 17. Delegation of Director's powers

- 17.1. The Board of Directors may establish any local, group or divisional boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local, group or divisional boards, or any managers or agencies, and may fix their remuneration, and may subject to the provisions of the Articles delegate to any local, group or divisional board, managers or agencies any of the powers, authorities and discretions vested in the Board of Directors, with power to sub-delegate, and may authorise the members of any such boards or agencies or any of them to fill any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board of Directors may think fit, and the Board of Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.
- 17.2. The Board of Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board of Directors, to be the agent or agents or attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board of Directors under the Articles) and for such period and subject to such conditions as they may think fit, and any such appointment or

power of attorney may contain such provisions for the protection and convenience of persons dealing with any such agent or attorney as the Board of Directors may think fit, and may also authorise any such agent or attorney to sub-delegate all or any of the powers, authorities and discretions vested in them.

- 17.3. The Board of Directors may delegate any of their powers or discretions to committees consisting of one or more members of their body and (if thought fit) one or more other persons co-opted as hereinafter provided. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Board of Directors. Any such regulations may provide for or authorise the co-option to the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee.
- 17.4. The meetings and proceedings of any such committee consisting of two or more members shall be governed mutatis mutandis by the provisions of the Articles regulating the meetings and proceedings of the Board of Directors, so far as the same are not superseded by any regulations made by the Board of Directors under Article 17.3.

## 18. Termination of Directors

- 18.1. Subject to the Act and as set out below and elsewhere in these Articles, the office of a Director shall be vacated if:
- 18.1.1. in the case of an Elected Director, they cease to be a Member or an employee of a Member for any reason;
  - 18.1.2. they cease to be a Director by virtue of any provision of the Act or ceases to be a Director by virtue of any provisions of these Articles or they become prohibited by law from being a Director; or
  - 18.1.3. they become bankrupt or makes any arrangement or composition with their creditors generally (subject to the Board of Directors resolving that in such circumstances that such Director should no longer continue in office); or a registered medical practitioner who is treating that person gives a written opinion to the Company stating that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months, or they are or have been suffering from mental or physical ill health and the Board of Directors resolves that their office be vacated; or
  - 18.1.4. they resign their office by notice (whether in Writing or otherwise) to the Chair, or the Board of Directors.
- 18.2. The Board of Directors may resolve to remove a Director from office at a properly convened meeting of the Board of Directors provided that the resolution to remove that Director is approved by a majority of Directors present at that meeting and that a majority of all the Directors vote in favour of that resolution to remove that Director. Such removal is without prejudice to the Members' rights under Section 168 of the Act.

- 18.3. Nothing in these Articles shall be taken to limit or restrict the right of the Members to remove a Director by ordinary resolution in accordance with section 168 of the Companies Act 2006, and any such removal shall take effect notwithstanding anything to the contrary in these Articles or in any agreement between the Company and that Director.

## 19. Director's Remuneration and Expenses

- 19.1. Directors are entitled to such remuneration as the Board of Directors determine for their services.
- 19.2. The Board of Directors may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committee of Directors or general meetings or otherwise in connection with the discharge of their duties.

## 20. Proceedings of Directors

- 20.1. Subject to the Act and as provided for in these Articles, the Board of Directors may regulate its affairs as it sees fit including the calling and conduct of meetings (which may be physical or by telephone conference call or online or otherwise). The Board of Directors shall keep records of all decisions made at such meetings. Any Director may call a meeting of the Board of Directors. It shall not be necessary to give notice of a meeting of the Board of Directors to a Director who is absent from the United Kingdom.
- 20.2. Board meetings shall be chaired by the Chair. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the meeting chair shall have a casting vote. If the Chair is unavailable, the meeting chair shall be elected from independent Elected Directors.
- 20.3. Meetings of the Board of Directors shall be held not less than four times in any calendar year.
- 20.4. The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be at least 50 per cent of the Board of Directors.
- 20.5. The Chair may be appointed, or removed, by the Board of Directors from time to time.
- 20.6. The President may be appointed, or removed, by the Board of Directors from time to time.
- 20.7. The Vice-Chair may be appointed, or removed, by the Board of Directors from time to time.
- 20.7.1. The Vice Chair shall deputise for the Chair in their absence.

- 20.7.2. The Vice Chair will provide a route by which Directors, Members, and staff can raise concerns if they feel unable to raise with the Chair.
- 20.8. The Chief Executive Officer may not in their appointment as a Director vote on issues relating to their own remuneration, the evaluation of their performance, or the appointment of the Chair.
- 20.9. Where the Board determines that the role of Chair and Chief Executive Officer are performed by the same person, the Board must appoint a Vice Chair from within the Board of Directors.
  - 20.9.1. Where the Board appoints the same person to act as both Chair and Chief Executive Officer, the term of office shall align with their appointment as Chair under Article 15.13 and 20.5.
- 20.10. All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 20.11. Directors' Written Resolutions
  - 20.11.1. Any Director may propose a directors' written resolution.
  - 20.11.2. The Secretary (or such other person as the Board may appoint) shall propose a directors' written resolution if a Director so requests.
  - 20.11.3. A directors' written resolution is passed when the required majority of the Eligible Directors have signified their agreement to it in writing.
  - 20.11.4. For the purposes of this Article:
    - 20.11.4.1. "Eligible Director" means a Director who would have been entitled to vote on the resolution if it had been proposed as a resolution at a meeting of the Directors;
    - 20.11.4.2. a Director signifies agreement in writing if they send to the Company (or to such person as the Board may direct) a document (which may be in electronic form) indicating agreement, whether by signed hard copy, email, or other electronic means authenticated in a manner the Board considers appropriate;
    - 20.11.4.3. the required majority means a simple majority of the Eligible Directors (or such higher majority as these Articles may require for the particular decision).

- 20.11.4.4. A written resolution lapses if not passed within the period of 28 days beginning with the day after the first Eligible Director signifies agreement (or such other period as the Board may determine).
- 20.11.4.5. The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision, of every directors' written resolution and of the Directors who signified agreement to it.
- 20.12. Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
  - 20.12.1. the meeting has been called and takes place in accordance with the Articles; and
  - 20.12.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 20.13. In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 20.14. 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.

## 21. Director's Interests

- 21.1. A Director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of that interest to the other Directors before the Company enters into the transaction or arrangement.
- 21.2. A Director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of the interest to the other Directors as soon as reasonably practicable, unless the interest has already been declared under Article 21.1 above.
- 21.3. Any declaration to be made by a Director pursuant to Article 21.1 or Article 21.2 must be made at a meeting of the Directors or by notice to the Directors in accordance with section 184 of the Act (notice in Writing) or section 185 of the Act (general notice).
- 21.4. For the purposes of Articles 21.1 and 21.2 , a general notice to the other Directors by a Director to the effect that:
  - 21.4.1. they are a member of a specified company or firm and is to be regarded as interested in any contract which may after the date of the notice be made with that company or firm; or
  - 21.4.2. they are to be regarded as interested in any contract which may after the date of the notice be made with a specified person who is connected with them;

- 21.4.3. shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract provided that no such notice shall be effective unless either it is given to the other Directors or the Director takes reasonable steps to secure that it is brought up and read at the next Board of Directors meeting after the notice is given.
- 21.5. If any declarations of interest made in accordance with Articles 21.1 and 21.2 prove to be, or become, inaccurate or incomplete, a further declaration shall be made.
- 21.6. A Director need not declare an interest under Articles 21.1 and 21.2:
- 21.6.1. if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - 21.6.2. if, or to the extent that, the other Directors are already aware of it or ought reasonably to be aware of it;
  - 21.6.3. if, or to the extent that, it concerns terms of their service contract that have been or are to be considered by a meeting of the Directors or by a committee of the Directors appointed for the purpose under these Articles; or
  - 21.6.4. if the Director is not aware of their interest or is not aware of the transaction or arrangement in question (and for this purpose a Director is not treated as being aware of matters of which they ought reasonably to be aware).
- 21.7. Subject to the provisions of the Act and these Articles, provided that they have disclosed to the other Directors in accordance with Articles 21.1 and 21.2 the nature and extent of any interest or proposed interest of theirs, a Director notwithstanding their office:
- 21.7.1. may be a party to, or otherwise be interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
  - 21.7.2. may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, anybody corporate promoted by the Company or in which the Company is otherwise interested; and
  - 21.7.3. shall not, by reason of their office, be accountable to the Company for any benefit which they derive from any such office or employment from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 21.8. A Director who has a material interest in a matter shall not be counted towards the quorum for that item and shall not vote on it. Whether an interest is material shall be determined by the non-conflicted Directors, having regard to the Company's conflicts policy.

- 21.9. The Board may permit participation for the purpose of providing information at the Chair's request, but conflicted Directors must withdraw for decision-making. These restrictions apply equally to committees.
- 21.10. The Directors may authorise any matter which would otherwise result in a Director infringing their duty to avoid a situation in which they have, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company under section 175 of the Act.
- 21.11. Any authorisation under Articles 21.10 is effective only if:
- 21.11.1. any requirement as to the quorum at the meeting at which the matter is considered is met without counting the Director in question or any other interested Director;
  - 21.11.2. the matter was agreed to without the Director voting or would have been agreed to if the votes of such Director had not been counted;
  - 21.11.3. the Director has declared the full nature and extent of the matter to the other Directors; and
  - 21.11.4. the Director acts in accordance with any terms and conditions imposed by the Board of Directors pursuant to Article 21.12 below.
- 21.12. The other Directors may (whether at the time of the authorisation or subsequently) make any such authorisation under Articles 21.10 upon such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation at any time. Such terms and conditions may include (without limitation):
- 21.12.1. the exclusion of the interested Director from all information and discussion by the Company relating to the matter; and
  - 21.12.2. (without prejudice to the general obligation of confidentiality) the interested Director being subject to a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the relevant matter.
- 21.13. If a matter has been authorised by the Directors in accordance with Article 21.10, and such matter then gives rise to a conflict or potential conflict of, direct or indirect, interest then:
- 21.13.1. the Director shall not be required to disclose any confidential information relating to such matter to the Company if to make such a disclosure would result in a breach of duty or obligation of confidence owed by them in relation to or in connection with that matter;
  - 21.13.2. the Director may absent themselves from discussions, whether in meetings of the Directors or otherwise, and exclude
  - 21.13.3. themselves from information which will or may relate to that matter;

- 21.13.4. a Director shall not, by reason of their office as a Director of the Company, be accountable to the Company for any benefit which they derive from any such matter authorised by the Directors in accordance with Article 21.10 and any contract, transaction, arrangement or proposal relating thereto shall not be liable to be avoided on the grounds of any such benefit.
- 21.14. The Company Secretary (or Company if no secretary) shall maintain a register of Directors' interests. Every Director shall confirm their interests annually in writing and immediately upon any change.

## 22. No right to inspect accounts and other records

- 22.1. 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.

## 23. Winding up

- 23.1. On the winding-up or dissolution of the Company, any assets or property that remain shall be paid or transferred to another body (charitable or otherwise) with objects similar to those of the Company, such body to be determined by resolution of the Members at or before the time of winding up or dissolution.

## 24. Indemnity

- 24.1. A relevant director of the Company or an associated company may be indemnified out of the company's assets against
- 24.1.1. 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,
  - 24.1.2. 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 Companies Act 2006),
  - 24.1.3. any other liability incurred by that director as an officer of the Company or an associated company.
- 24.2. This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

## 25. Insurance

- 25.1. The Directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

## 26. Byelaws

- 26.1. The Board may adopt, vary and revoke Byelaws provided they do not conflict with these Articles or the Companies Act 2006.
- 26.2. Byelaws may, without limitation, cover membership categories and fees; elections and ballots; committees and terms of reference; codes of conduct; disciplinary and appeals procedures; financial controls; and delegation arrangements.
- 26.3. Byelaws shall be published to Members and take effect from the date determined by the Board.
- 26.4. If there is any conflict between the Byelaws, Terms and Conditions, and these Articles, the Articles shall take prevalence over the Byelaws, and the Byelaws shall take prevalence over the Terms and Conditions.