

**ARTICLES**  
**OF ASSOCIATION OF**  
**CREDIT SERVICES ASSOCIATION LIMITED**

Registration Number 89614

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

CREDIT SERVICES ASSOCIATION LIMITED

## INTERPRETATION

1. In these Articles:

<b>"the Act"</b>	means the Companies Act 2006;
<b>"the Association"</b>	means the Credit Services Association Limited;
<b>"the Board"</b>	means the members of the Board of the Association as constituted in accordance with the provisions of these Articles of Association;
<b>"CEO"</b>	the Chief Executive Officer from time to time of the Association;
<b>"Creditor"</b>	means a person providing credit under a credit agreement;
<b>"FCA"</b>	means the Financial Conduct Authority or its successor body from time to time;
<b>"Group"</b>	means in relation to a member of the Association:  (a) any subsidiary or holding company of that member, (such terms as defined in section 1159 of the Act) or any subsidiary of such holding company; or  (b) any other entity whether incorporated or unincorporated under common control with that member, ("control" having the meaning ascribed to it in section 995 of the Income Taxes Act 2007);
<b>"the Officers of the Association"</b>	means the President, the Vice-President, the CEO and the Treasurer from time to time of the Association;
<b>"Originator"</b>	means a person which, either itself or through related entities, directly or indirectly was involved in the original agreement which created or was otherwise involved in creating the obligations or potential obligations of a customer giving rise to a debt;

<b>"the President"</b>	means the President from time to time of the Association appointed pursuant to Article 64;
<b>"Renewal Date"</b>	means 1 <sup>st</sup> July in each year;
<b>"the Seal"</b>	means the common seal of the Association;
<b>"SID"</b>	means the Senior Independent Director from time to time appointed pursuant to Article 63;
<b>"Standard Member"</b>	means a member of the Board who is neither an Officer of the Association nor a person referred to in Article 63;
<b>"the Treasurer"</b>	means the Treasurer from time to time of the Association appointed pursuant to Article 92;
<b>"the United Kingdom"</b>	means Great Britain and Northern Ireland;
<b>"the Vice-President"</b>	means the Vice-President from time to time of the Association appointed pursuant to Article 64;
<b>"writing"</b>	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.

Expressions referring to the writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles of Association shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles of Association become binding on the Association.

- 1.1 The name of the Association is CREDIT SERVICES ASSOCIATION LIMITED.
- 1.2 The Registered Office of the Association will be situate in England.
- 1.3 **Objects of the Association**
  - (a) The object for which the Association is established is:
    - (i) to make representations to the UK government on legislation and other public matters which affect the business or professional interests of its members, who are involved directly or indirectly in the credit management and debt buyers industry;

and in support of this object to:

    - (ii) support and protect the character, status and interest of members bona fide employed within the credit management and debt buyers industry;
    - (iii) to consider and deal with all questions affecting the position and interests of the members and also of traders and business persons who are involved

directly or indirectly in the credit management and debt buyers industry; and

(iv) to edit, and publish a newsletter recording items of interest from the proceedings of the Association and dealing with all matters affecting the interests of members, and calculated to develop the object of the Association.

(b) In pursuance of this object the Association has the power:

(i) To borrow and raise money for the purposes of the Association in such manner and on such security as the Association may think fit;

(ii) To conduct appeals for money or other gifts or for any other assistance for any of the purposes of the Association, and to solicit and accept subscriptions and donations (whether of real or personal property) and devises and bequests for any of the purposes of the Association;

(iii) To invest the money of the Association in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;

(iv) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or structures;

(v) To sell, let, mortgage, dispose of or turn to account all of any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects;

(vi) To employ and pay such individuals, professional persons and businesses as are necessary for the furtherance of the objects of the Association;

(vii) To grant pensions and retirement benefits to or for employees or former employees and to the widows, children and other dependants of deceased employees and to pay or subscribe to funds or schemes for the provision of life assurance, pensions and retirement benefits for employees and former employees their widows, children and other dependants;

(viii) To subscribe to, become a member of, or amalgamate or co-operate with any other organisation, institution, society, or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Association and whose constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as imposed on the Association;

(ix) To purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Association or any one or more of the organisations, institutions, societies or bodies with which this Association is authorised to amalgamate;

(x) To do all or any of the things hereinbefore authorised either alone or in conjunction with any organisation, institution, society or body with which this Association is authorised to amalgamate;

(xi) To undertake and execute any trusts necessary for the furtherance of the objects of the Association;

(xii) To establish and support or aid in establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes

in any way concerned with or calculated to further any of the objects of the Association;

- (xiii) To print and publish, or procure to be printed and published, and to circulate, or procure to be circulated (whether gratuitously or not) any newspaper, periodicals, magazines, books, pamphlets, leaflets or other documents on subjects which are within the object of the Association;
- (xiv) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Association; and
- (xv) To do all such other lawful things as are necessary for the attainment of the above objects or any of them.

#### **1.4 Income**

- (a) The surpluses of income over expenditure (if any) or other income and property of the Association from wherever derived shall be applied solely in promoting the Association's objects.
- (b) Other than in the case of winding up no distribution shall be paid or capital otherwise returned to the members of the Association in cash or otherwise. Nothing in these Articles of Association shall prevent any payment in good faith by the Association of:
  - (i) reasonable and proper remuneration to any member, officer or servant of the Association for any services rendered to the Association;
  - (ii) any interest on money lent by any member of the Association or any director at a reasonable and proper rate;
  - (iii) reasonable and proper rent for premises demised or let by any member of the Association or director; or
  - (iv) reasonable out-of-pocket expenses properly incurred by any director.

#### **1.5 Limited Liability**

- (a) The liability of the members is limited.
- (b) Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up during the time that he is a member, or within 1 year afterwards, for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of winding up the same; and for the adjustments of the rights of the contributories among themselves, such amount as may be required not exceeding £1.00 (one pound).

### **MEMBERS AND MEMBERSHIP**

- 2. Only individuals, partnerships, statutory bodies and corporate bodies which provide services or perform functions in connection with the collection of credit and related debt overdue accounts, status enquires, or tracing enquiries or in connection with the sale and purchase of debt may become members of the Association.
- 3. There shall be seven classes of member, namely Full members, Foundation members, Affiliate members, International members, Intermediary members, Creditor/Originator members and Honorary members:
  - (a) Full membership of the Association may be granted to an applicant whose registered office or principal place of business is within the United Kingdom, that

has been trading for a period of at least 2 years immediately preceding the date of its application, and that has at the date of its application the business referred to in Article 2 as its main source of income or principal activity;

- (b) Foundation membership of the Association may be granted to an applicant whose registered office or principal place of business is within the United Kingdom, that has at the date of its application the business referred to in Article 2 as its main source of income or principal activity, but that has been trading for a period of less than 2 years immediately preceding the date of its application;
  - (c) Affiliate membership of the Association may be granted to an applicant whose registered office or principal place of business is within the United Kingdom and that does not have the business referred to in Article 2 as its main source of income or principal activity, but that as at the date of its application derives an amount of income from or is otherwise partly engaged in the business referred to in Article 2;
  - (d) Intermediary membership may be granted to an applicant whose registered office or principal place of business is within the United Kingdom and that does not have the business referred to in Article 2 as its main source of income or principal activity, but who is otherwise interested in the business referred to in Article 2;
  - (e) International membership of the Association may be granted to an applicant whose registered office or principal place of business is outside of the United Kingdom and that derives an amount of income from, or who is wholly or partly engaged in, the business referred to in Article 2;
  - (f) Creditor/Originator membership of the Association may be granted to an applicant whose registered office or principal place of business is within the United Kingdom and that as at the date of its application:
    - (i) carries on business as a Creditor and/or an Originator;
    - (ii) does not have the business referred to in Article 2 as its main source of income or principal activity; and
    - (iii) is interested in the business referred to in Article 2 and wishes to become a member of the Association for the primary purpose of liaison with other members in relation to the business referred to in Article 2;
  - (g) Honorary membership of the Association may be granted at the discretion of the Board to any applicant who is an individual.
4. No application for membership shall be considered by the Board unless it is accompanied by the full subscription fee for the class of membership applied for. At the next renewal, the pro rata proportion of the subscription fee for the class of membership will be due as from the date of application to the following 30 June.
5. No applicant shall be admitted to membership of the Association in any class unless the application is made in the manner prescribed from time to time by the Board and the applicant meets all the criteria prescribed by Article 3 for membership of the class applied for.
6. No more than one organisation within the same Group shall be admitted as a member of the Association at any one time, provided that all entities within the relevant Group shall be entitled to exercise certain benefits of membership of the Association as determined by the

Board from time to time.

7. All applications for membership shall be considered by the Board, or such committee of the Board to which the Board may from time to time delegate such function.
8. If an application for membership shall be refused, the applicant shall be advised by the Association in writing of such decision.
9. An applicant whose application for membership is refused may in writing request the Board to reconsider such refusal and may send with such request such written representations and further information as it thinks relevant.
10. The Board shall consider such representations and information as may be provided in accordance with Article 9 and shall notify the applicant within 28 days of its receipt of its decision as to whether or not the applicant shall be admitted to membership, such decision to be final and binding.
11. The membership year shall run from 1 July to the following 30 June in each year. Any person admitted as a member part way through a membership year shall at the end of the membership year in which it joined, be required to apply to renew its membership in accordance with Article 13.

#### **MEMBERSHIP FEES**

12. All members (except Honorary members) shall each pay to the Association the subscription fee for each membership year at a rate for each class of member determined by the Board from year to year and notified to all members not later than 1<sup>st</sup> July in each year.

#### **RENEWAL OF MEMBERSHIP**

13. At the end of each membership year, any member of the Association (other than an Honorary member) wishing to remain a member of the Association must apply to renew its membership. Before the end of each membership year, the Association shall send to every member (other than Honorary members) the documentation (in such form as the Board may from time to time prescribe) that the recipient must complete in order to renew its membership, together with a request for payment of the membership fee for the following membership year. The recipient must return such documentation fully completed together with payment of the appropriate membership fee and any other sums due from the member to the Association (including, without limitation any sums due pursuant to Article 106) within 30 days of the Renewal Date. Should the required fully completed documentation and payment not be received by the Association within 60 days of the renewal date the member shall pay to the Association a late payment fee equal to 10% of the total amount of that member's annual membership renewal fee, which shall be payable by the member in addition to the membership fee. In the event that the Association does not receive from a member the membership fee, the fully completed documentation, any applicable late payment fee and any other sums due from the member to the Association within 90 days of the renewal date, the member's membership shall, at the discretion of the CEO, terminate forthwith.

Any member wishing to appeal against a late payment fee in respect of non-supply or late supply of fully completed renewal paperwork must appeal in writing to the CEO within 14 days of receipt of the fine setting out in full detail the basis of such appeal. Appeals will only be considered in exceptional circumstances. The CEO has 28 days to consider any appeal and respond in writing. Should the member not agree with the decision of the CEO, the member can appeal in writing to the Board within 14 days of receipt of the CEO's notification of his decision. The President has 28 days to respond

on behalf of the Board and the decision of the Board is final.

14. The Association shall consider whether an application for membership to be renewed shall be accepted or rejected in accordance with Articles 4 to 10 hereof as if the application were made by a party that was not an existing member of the Association. Until such application has been accepted or rejected, the applicant may continue to exercise all the rights attached to the class of membership previously held by it.

#### **SUSPENSION AND TERMINATION OF MEMBERSHIP**

15. Every member shall be bound to promote to the best of its ability the objects, interests and influence of the Association and shall observe and comply with these Articles of Association, regulations, bye-laws, codes of conduct and guidelines of the Association prescribed by the Board under the provisions of these Articles of Association.
16. The Board may from time to time prescribe rules, regulations, bye-laws or codes of conduct in relation to the making and investigation of complaints in relation to members and any disciplinary action that the Association may take against a member as a result of or in connection with any such complaint.
17. In the event that a complaint is made to the Association in respect of a member or the Association otherwise becomes aware of any circumstances in relation to a member that in either case may in the reasonable opinion of the CEO amount to a breach of these Articles of Association or any regulations, bye-laws, codes of conduct or guidelines of the Association, or which may be detrimental to the objects, interests, or influence of the Association the following procedure shall apply:
  - (a) the CEO shall notify the SID who shall, in turn, notify the member in question (the "Relevant Member") of the complaint or circumstances in writing specifying the nature of the complaint or circumstances in reasonable detail ("Notice of Concern");
  - (b) on service of a Notice of Concern, the SID carry out an investigation into the complaint or circumstances, the extent of which investigation will depend upon the nature of the complaint or circumstances and will vary from case to case. Such investigation may include interviewing and taking statements from the Relevant Member and any other relevant party and/or reviewing relevant documents;
  - (c) the Relevant Member is required to co-operate fully and promptly in any investigation including informing the SID of any relevant witnesses, disclosing all relevant documents and attending investigative interviews if required;
  - (d) following any investigation, if the SID considers that there are grounds for disciplinary action to be taken against the Relevant Member the matter shall be referred to the committee of the Board to which disciplinary matters relating to the conduct of the members shall have been delegated in accordance with Article 86 ("the Conduct Committee");
  - (e) the Relevant Member or its representative shall be given an opportunity to meet with and address the Conduct Committee in respect of the complaint or circumstances at such time and place as is notified to the Relevant Member and thereafter (or in the absence of such meeting) the Conduct Committee shall consider the complaint or circumstances together with the outcome of any investigation and any representations of the Relevant Member (if any)

and shall notify the Relevant Member of its decision, and reasons for it, usually within 14 calendar days of the date of its determination ("the Determination Notice");

- (f) in the event that the Conduct Committee determines that the Relevant Member has:
  - (i) failed to observe or comply with these Articles of Association or any regulations, bye-laws, codes of conduct or guidelines of the Association from time to time; or
  - (ii) done or omitted to do any act or thing which is or could be detrimental to the objects, interests or influence of the Association; or
  - (iii) failed to comply to the reasonable satisfaction of the Conduct Committee with any conditions imposed upon the Relevant Member in respect of any previous disciplinary matter

the Determination Notice shall in addition specify the disciplinary sanctions to be imposed on the Relevant Member and the reasons for such sanctions;

- (g) the Conduct Committee may, following the determination of any complaint or circumstance against the Relevant Member:
  - (i) impose such conditions upon the Relevant Member as it considers reasonably necessary to remedy the complaint, including without limitation:
    - (aa) requiring, at the expense of the Relevant Member, an audit of the Relevant Member by an appointed official or representative of the Association;
    - (bb) requiring the Relevant Member and/or any of its employees, agents or subcontractors to undergo training and to provide satisfactory evidence that the training has been carried out;
    - (cc) issuing recommendations as to the future conduct of the Relevant member and/or any of its employees, agents or subcontractors;
    - (dd) requiring, at the expense of the Relevant Member such remedial action to be taken by the Relevant Member as the Conduct Committee may deem appropriate;
  - (ii) suspend the Relevant Member's membership of the Association or impose such conditions on the Relevant Member's continued membership as the Conduct Committee may deem appropriate; and/or
  - (iii) terminate the Relevant Member's membership of the Association;

- (h) the Board shall be entitled to publicise the outcome of any disciplinary action and any resulting sanction on its website and by all such other means as the Board may, having regard to its objects, deem appropriate. Where there is an appeal in accordance with Article 19, nothing shall be publicised before the appeal is concluded;

- (i) in the event that the SID is unable to fulfil the duties assigned to him in accordance with this Article 17 the CEO may request one of the other independent non-executive directors appointed pursuant to Article 63 to act as alternate.

18. The Conduct Committee may suspend a member from membership of the Association:

- (a) during any period in which the SID and/or the Conduct Committee is investigating any disciplinary matter against such member or while any disciplinary procedure against such member is outstanding; and/or
- (b) during any period that such member is the subject of any Decision Notice issued by the FCA.

The provisions of Article 17(h) shall apply equally in respect of the suspension of a Member under this Article 18.

19. A Relevant Member may appeal (by notice in writing lodged with the Association at its registered office within 14 calendar days of receipt by the Relevant Member of the Determination Notice and specifying in full the grounds of appeal) to a meeting of the Board, (or of any committee of the Board to which disciplinary matters relating to the conduct of the members shall have been delegated in accordance with Article 86) which shall be duly convened within a reasonable time of the lodging of the appeal and shall consider the terms of the written appeal. Such appeal shall be dismissed unless allowed by resolution of a majority comprising three quarters of those who being entitled are present and vote at such meeting.

20. A Relevant Member who is a member of the Board shall not be entitled to vote or otherwise take part in proceedings in respect of such Relevant Member under Articles 17 to 21 (inclusive) except as expressly permitted by the Board or relevant committee thereof (as the case may be). No member of the Board or relevant committee thereof who is either:

- (a) an individual member of the Association whose membership it is that has been suspended or terminated; or
- (b) a partner in, or an officer or employee of such member;

may attend or take part in such meeting in his capacity as Board or committee member.

21. Notwithstanding the foregoing a member may be excluded from membership forthwith by resolution of the Board or relevant committee thereof:

- (a) if it shall cease to fulfil the criteria prescribed by Article 3 for membership in the class of which it is a member;
- (b) on an individual member committing an act of bankruptcy or making any voluntary arrangement or composition or similar with his creditors or receives a criminal conviction, or if residing in any jurisdiction other than England and Wales, the relevant equivalents;
- (c) in relation to a corporate member on, the appointment of a receiver, manager, administrative receiver or administrator over all or any part of its undertaking or assets, or such member entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme or solvent amalgamation or reconstruction), or if registered in any jurisdiction other than England and

Wales, the relevant equivalents or the occurrence of such events in respect of any entities within its Group;

- (d) in relation to a member comprising two or more persons trading as a partnership that partnership being dissolved or wound up, save where a successor partnership is notified by partners thereof to the Association;
- (e) upon any FCA interim permission or authorisation or similar permission, authorisation, licence or regulatory approval being revoked by a competent authority and any appeal of the member having been dismissed without grounds for further appeal or any date for lodging of an appeal having passed without the member lodging an appeal in respect of the revocation.

22. A member shall be entitled to resign his membership on giving notice in writing to the Board of his desire to do so and on satisfying any debt or other liability, if any, which he may have incurred towards the Association by virtue of its membership.

23. Articles 15, 16, 18, 19 and 20 shall not apply to Creditor/Originator members. Article 17 (a), (e), (f) (ii), g (ii), g (iii) and (i) shall apply to Creditor/Originator members but the remaining provisions of Article 17 shall not apply to such members.

#### **CONSEQUENCES OF RESIGNATION, SUSPENSION, TERMINATION OR NON-RENEWAL**

24. Resignation, suspension or termination from membership shall not entitle a member to claim the return of any money paid by it to the Association on its admission as a member or by way of annual subscription as the case may be.

25. Forthwith upon termination, suspension, resignation or non-renewal of membership, the member (or former member) in question shall immediately return to the CEO any books, papers or property of the Association then in its possession or control and shall not retain any copies.

26. Subject to Article 27 below, immediately upon termination, suspension, resignation or non-renewal of membership, a member shall:

- (a) cease to be entitled to exercise any rights attached to the class of membership of the Association previously held by it;
- (b) cease to be entitled to receive notice of or to attend and vote at General Meetings of the Association

provided always that in the event of a suspension the Relevant Member shall throughout such period of suspension continue to comply with these Articles of Association and all regulations, bye-laws, codes of conduct or guidelines from time to time of the Board save as specifically set out in Article 27.

27. Immediately upon the date of resignation of any member and otherwise within 14 days of the date of notification to any member of:

- (a) the termination of its membership by the Board;
- (b) any resolution of the Board not to renew the membership of any member pursuant to Article 14;
- (c) its suspension from membership

a member shall, and shall procure that all entities within its Group, shall (albeit in the case of a suspension from membership only for the period of such suspension):

- (i) cease to display the Association's logo on any letterhead or other physical media;
- (ii) remove the Association's logo and all reference to membership of the Association from any website or other electronic media administered by the member; and
- (iii) cease to claim membership of the Association to existing or prospective clients and all other persons.

28. Every member shall on demand furnish the Board once every year with statement of solvency in a form prescribed by the Board.

## **RIGHTS OF MEMBERS**

29. Full members shall be entitled to receive the notices, bulletins and circulars of the Association, to receive such information, advice and support and other benefits of the Association as the Association shall from time to time provide, to receive notice of and to attend and speak and vote at General Meetings of the Association and shall be entitled to display the Association's logo on its letterhead, its website and in advertisements or other published materials in such manner as the Board may from time to time prescribe. A Full member who is an individual shall be eligible to hold office on or be appointed a member of the Board, or in the case of any member who is not an individual, any partner in, or officer or senior employee of that member shall be eligible to hold office on or be appointed a member of the Board, subject to criteria prescribed by the Board from time to time in the form of a bye-law created pursuant to Article 105, and provided that there shall not be any more than one officer, employee or partner of any member holding office on or appointed as a member of the Board at any one time.
30. Foundation members shall have all the rights and privileges of Full members save and except that such members (or their representatives) shall not be eligible to hold office on or be appointed members of the Board.
31. Affiliate members and Intermediary members shall have all the rights and privileges of Full members save and except that such members (or their representatives) shall not be eligible to hold office on or be appointed members of the Board. They will have no right to receive notice of or vote at, but may be allowed to attend as observers, any General Meeting of the members of the Association.
32. Creditor/Originator members shall have all the rights and privileges of Full members save and except that such members (or their representatives) shall not be eligible to hold office on or be appointed members of the Board and shall not be entitled to display the logo of the Association. They will have no right to receive notice of or vote at, but may be allowed to attend as observers, any General Meeting of the members of the Association.
33. International members shall be entitled to exercise the membership rights of either a Full, Affiliate, Creditor/Originator, Intermediary or Foundation member, depending upon the class of membership for which such member would have been eligible had their principal place of business or registered office been within the United Kingdom, save and except that such members (or their representatives) shall not be eligible to hold office on or be appointed members of the Board nor shall they have any right to receive notice of or vote at, but may be allowed to attend as observers, any General Meeting of the members of the Association. Upon acceptance of any application for membership (including renewal

of the same) an International member shall be advised by the Association of the membership rights that it is entitled to exercise in the following membership year.

34. Honorary membership shall be awarded to individuals at the discretion of the Board and not to their companies and such members shall have all the rights and privileges of Full members save and except that such members as individuals (or their representatives) shall not be eligible to hold office on or be appointed members of the Board, display the logo of the Association or have the right to vote at any General Meeting of the members of the Association, unless they do so as the appropriate person appointed by their employer who is a Full member in their own right.

#### **ANNUAL GENERAL MEETING**

35. The Association shall in each year hold a General Meeting as its Annual General Meeting and shall specify the Annual General Meeting or any other General Meetings as such in the notices calling them and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Association and that of the next. The Annual General Meeting shall be held at such time and place as the Board shall appoint.
36. All meetings other than Annual General Meetings shall be called Extraordinary General Meetings. The Board may whenever it thinks fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or, in default, may be convened by such requisition as provided by Section 303 of the Act. If at any time there are not within the United Kingdom sufficient members of the Board capable of acting to form a quorum any member of the Board or any 2 members of the Association may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.

#### **NOTICE OF GENERAL MEETINGS**

37. All General Meetings of the Association (including the Annual General Meeting) shall be called by at least 21 days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and, in case of special business, the general nature of the business shall be given, in a manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Association in General Meeting, to such persons as are, under these Articles of Association, entitled to receive such notices from the Association.

Provided that a meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:

- (a) in the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat; and
  - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than 95%, of the total voting rights at that meeting of all the members.
38. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

39. All business shall be deemed special that is transacted at General Meetings, and also that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Board and auditors, the election of the President and Vice-President and other members of the Board in the place of those retiring and the appointment of, and the fixing of the remuneration, of the auditors.
40. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, 6 members including 2 members of the Board present in person shall be a quorum.
41. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Board may determine and those members present at such reconvened meeting shall, whatever their number, constitute a quorum.
42. The President shall preside as a Chairman at every General Meeting of the Association or if there is no such President or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act then the Vice-President shall preside but if there is no Vice-President or if he is not present or is unwilling as aforesaid then the members of the Board present shall elect one of their number to be Chairman of the meeting.
43. If at any meeting no member of the Board is willing to act as Chairman or if no member of the Board is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be Chairman of the meeting.
44. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
45. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
  - (a) by the Chairman; or
  - (b) by at least 2 members present in person or by proxy; or
  - (c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or not carried unanimously; or by a particular majority, or lost or not carried by a particular majority and an entry to that effect in the book containing the minuted proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

46. Except as hereinafter provided, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. No notice need be given of a poll not taken immediately.
47. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote, save that where the Chairman is a member of the Board appointed under Article 63, he shall not have a second or casting vote.
48. A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of a poll.
49. A resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Association duly convened and held any may consist of several instruments in the like form each executed by or on behalf of one or more members.

#### **VOTES OF MEMBERS**

50. Every Full member and every Foundation member shall have one vote.
51. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in mental health, may vote, whether on a show of hands or on a poll, by his committee, receiver, guardian or other person in the nature of a committee, receiver, or guardian appointed by that court, and any such committee, receiver, curator bonis or other person may, on a poll, vote by proxy.
52. No member shall be entitled to vote at any General Meeting unless all monies presently payable by him to the Association have been paid.
53. On a poll votes may be given either personally or by proxy.
54. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Association. The Board may, but is not obliged to, accept a proxy appointment in electronic form subject to any limitations, restrictions or conditions prescribed by the Board from time to time. The appointment shall be sent to an address specified in the notice convening the meeting.
55. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority shall be deposited at the registered office of the Association or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

56. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

("Credit Services Association")

[Address and email address]

I/We of in the County of being a member/members of the above named Association, hereby appoint of or failing him of as my/our proxy to vote for me/us on my/us behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Association to be held on the day of 20 .

Signed this day of 20 .

57. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

("Credit Services Association")

I/We of in the County of being a member/members of the above named Association, hereby appoint of or failing him of as my/our proxy to vote for me/us on my/us behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Association to be held on the day of 20 , and at any adjournment thereof.

Signed this day of 20 .

This form is to be used \*in favour of the resolution. Against

Unless otherwise instructed, the proxy will vote as he thinks fit. (\*Strike out whichever is desired.)

Should this form be returned to the Association by email, the Association will not accept any liability for circumstances beyond the reasonable control of the Association (including but not exclusively viruses or incompatible software) that prevent this notice from reaching us. If a member receives a notification that their email has not been delivered, it is their responsibility to send their form of proxy notice by post.

58. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
59. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Association at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.
60. Any corporation which is a member of the Association may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Association or of any class of members of the Association, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual

member of the Association.

## **BOARD OF MANAGEMENT**

61. The Board shall comprise not more than fourteen members and shall consist of the Officers of the Association referred to in Article 62, the persons referred to in Article 63 and not more than seven other members of the Association elected as herein provided. In considering candidates for membership of the Board, consideration shall be given to the requirement for a balance between the interests of the various classes of member of the Association and to the appropriate skills and experience necessary for a candidate to be able to fulfil the criteria and undertake such role as a member of the Board as determined by the Board from time to time.
62. The Officers of the Association shall consist of a President, Vice-President, CEO and a Treasurer. The CEO shall become an unelected member of the Board on the date of his appointment to the post of CEO and shall remain a member of the Board for so long as he holds the post of CEO.
63. The Board may from time to time appoint as members of the Board:
  - (a) a Senior Independent Director;
  - (b) a Consumer Non-Executive Director; and
  - (c) one or more further non-executive directors according to the Board's determination of a skills gap on the Board

in each case fulfilling the criteria and undertaking such role as determined by the Board from time to time and for such term and with such entitlement to remuneration and expenses for the respective role as determined from time to time by the Board.

64. Subject to Article 66, the President and Vice-President shall be appointed by majority vote of the members at an Annual General Meeting, the candidates being drawn from existing members of the Board, nominated by a majority of existing members of the Board, the membership being notified of the nominated candidates no less than 21 calendar days before the meeting. In considering candidates for President, the Board will give consideration to the requirement for a balance between the interests of the various classes of member of the Association. If the candidates for President proposed by the Board are not accepted at the General Meeting, then further candidates will be proposed from the Board at a further General Meeting to be held no later than 2 months after the original General Meeting.
65. Save in respect of the Officers of the Association or those persons appointed under Article 63, no person shall be eligible to serve as a member of the Board unless he is either an individual Full member of the Association, or is a partner in, officer or senior employee of a Full member, subject to criteria prescribed by the Board from time to time in the form of a bye-law created and minuted at a Board meeting, to ensure the person shall have sufficient skills and experience to be able to perform the duties required for a member of the Board.
66. The President and the Vice-President shall each hold office for 2 years from the date of his election as President or Vice-President respectively with the option of extending the term by a further 1 year period, by recommendation of the Board and ratification by the membership by resolution at the Annual General Meeting of the Association. The Treasurer of the Association shall hold office for such period as the Board shall determine; all other members of the Board shall serve as members of the Board for a

period of 3 years from the date of their election, provided that where such member of the Board is elected to the office of President, Vice-President or Treasurer then that member shall cease to serve as a Standard Member of the Board, and will remain a member of the Board for the period of the office held as an Officer of the Association.

67. In the event that the members do not ratify an extension of the President's term or the Vice-President's term pursuant to Article 66 above, then the Board shall propose candidates in accordance with Article 64, for a further General Meeting to be held no later than 2 months after the relevant Annual General Meeting.
68. No member of the Board:
- (a) shall, subject to Article 63, receive any remuneration for services in their capacity as members of the Board, but shall be entitled to be reimbursed for reasonable expenses including travel, hotel and other expenses properly incurred in connection with the performance of duties as such members of the Board; and nothing herein contained shall prevent payment by the Association to any such member of the Board of any sum or other remuneration resolved to be paid to him by the Association by way of repayment or reward for any services performed by him for the Association other than that of the role of member of the Board. In the event that any sum or other remuneration is resolved to be paid to a member of the Board by the Association by way of repayment or reward as described in this Article 68, he shall take no part in the decision making process that arrives at that resolution.
  - (b) shall vote in respect of any contract, transaction or arrangement in which he is directly or indirectly interested or any matter arising thereof and if he does so, his vote shall not be counted.
69. Subject to Articles 66, 70, 71 and 72:
- (a) at every Annual General Meeting of the Association any member of the Board whose term of office or service has expired shall retire from office or service, and any such retiring member of the Board shall be eligible for re-election at the same Annual General Meeting of the Association;
  - (b) at the Annual General Meeting at which a member of the Board retires in the manner aforesaid, the vacancy may be filled by the election by the members entitled to attend and vote at such meeting of an eligible person and in default the retiring officer or other member shall, if offering himself for re-election, be deemed to have been re-elected unless at such meeting it is expressly resolved not to fill the vacancy or unless a resolution for the re- election of such officer or other member shall have been put to the meeting and lost.
70. Subject to Article 63 and 71, a member of the Board shall not be entitled to serve as a member of the Board for more than 3 consecutive terms. If a member of the Board serves for 3 consecutive terms he shall not be eligible for re-election under Article 69 at the expiry of the third term and may not be appointed as a member of the Board again unless and until at least twelve months have expired from the date of expiry of the third term of that member of the Board.
71. Notwithstanding Article 70, a member of the Board may, by resolution of the Board, remain eligible for re-election if an extension of his term of service is considered to be in the best interests of the Association by virtue of any particular project or activity with which that member of the Board is involved and/or contribution that member of the Board is making and where, in the opinion of the Board, detriment would otherwise be caused to

the Association as a result of his retirement. In any such case the period of extension for which the member of the Board may (where re-elected under Article 69) serve as a member of the Board, following which he shall retire from membership of the Board, shall be 3 years unless further extended in accordance with the requirements of this Article 71, any such further extension to be on a yearly basis and subject to an annual resolution of the Board and annual re-election under Article 69.

72. No person other than the members of the Board retiring at the meeting shall, unless recommended by the Board, be eligible for election to membership of the Board at any Annual General Meeting unless not less than 28 calendar days before the date appointed for the meeting there shall have been left at the registered office of the Association notice in writing signed by a member duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election and also notice in writing signed by that person of his willingness to be elected.
73. The Association may from time to time by ordinary resolution increase or reduce the number of Officers of the Association or other members of the Board.
74. (a) The Board shall have power at any time and from time to time to appoint any eligible person to be a member of the Board either to fill a casual vacancy or as an addition to the existing members of the Board. Any member of the Board so appointed shall hold office or serve only until the next following Annual General Meeting and shall then retire and be eligible for re-election.
- (b) The members entitled to attend and vote at a General Meeting of the Association may by ordinary resolution of which special notice has been given in accordance with Section 168 of the Act remove any member of the Board before the expiration of his period of office or service notwithstanding anything in these Articles of Association or in an agreement between the Association and such member. Such removal shall be without prejudice to any claim such member may have for damages for any breach of contract of service between him and the Association.
75. (a) The Association may by ordinary resolution appoint another person in the place of a member of the Board removed from office or service under Article 74. Without prejudice to the powers of the members of the Board to appoint other or additional members of the Board, the Association in General Meeting may appoint any eligible person to be a member of the Board whether to fill a casual vacancy or as an additional member. The person appointed to fill a vacancy shall be subject to retirement at the same time as if he had become a member of the Board on the day on which the member in whose place he is appointed was last elected a member of the Board.
- (b) Articles 74 and 75(a) above shall not apply to any member of the Board appointed under Article 63. Articles 69, 70, 71, 74 and 75(a) above shall not apply to the CEO.

## **BORROWING POWERS**

76. The Board may exercise all the powers of the Association to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Association or of any third party.

## **POWERS AND DUTIES OF THE BOARD**

77. The business of the Association shall be managed by the Board who may exercise all such powers of the Association as are not, by the Act or by these Articles of Association, required to be exercised by the Association in General Meeting, subject nevertheless to the provisions of the Act or these Articles of Association and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Association in General Meeting; but no regulation made by the Association in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
78. The Board may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Association for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the members of the Board under these Articles of Association) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
79. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Association shall be signed drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time be resolution determine.
80. The Board shall cause minutes to be made in books provided for the purpose:
- (a) of all appointments of Officers of the Association and the persons referred to in Article 63 made by the Board;
  - (b) of the names of the members of the Board present at each meeting of the Board and of any committee of the Board;
  - (c) of the resolutions and proceedings at all meetings of the Association, and of the Board, and of committees of Board;

#### **DISQUALIFICATION OF MEMBERS OF THE BOARD**

81. The office of member of the Board shall be vacated if:
- (a) such member of the Board is adjudicated bankrupt, or makes any voluntary arrangement or composition with his creditors if residing in England and Wales, or if residing in Scotland, the Scottish equivalent;
  - (b) in relation to a member of the Board who is an officer or employee of a corporate member, a receiver, manager, administrative receiver or administrator is appointed over all or any part of that member's undertaking or assets, or such member enters into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if registered in Scotland, the Scottish equivalents;
  - (c) in relation to a member of the Board being a partner in, or employee of a Full member of the Association that is a partnership, that partnership being dissolved or wound up, save where a successor partnership is notified by the partners thereof to the Association;
  - (d) the requirements of Article 65 shall cease to be fulfilled in respect of that

member of the Board and the relevant member of the Board does not within 6 months of such cessation commence such employment or engagement which satisfies the requirements of Article 65;

- (e) becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs;
- (f) resigns office by notice in writing to the Association;
- (g) is directly or indirectly interested in any contract with the Association and fails to declare the nature of his interest in a manner required by Section 177 of the Act.
- (h) absents himself from the meetings of the Board for a continuous period of six months without specific leave of absence from the Board and it resolves that his office be vacated.

## **PROCEEDINGS OF THE BOARD**

82. The members of the Board may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes, provided that such majority must constitute a majority of votes not including the vote of any member of the Board appointed pursuant to Article 63. In the cases of equality of votes the Chairman shall have a second or casting vote, provided that where the Chairman is a member of the Board appointed under Article 63 he shall not have a second or casting vote.

A member of the Board may, and the CEO on the requisition of a member of the Board shall, at any time, upon reasonable notice, summon a meeting of the Board. It shall not be necessary to give notice of a meeting of Board to any member of the Board for the time being absent from the United Kingdom.

83. The quorum necessary for the transaction of the business of the Board may be fixed by the Board, and unless so fixed shall be five.
84. The continuing members of the Board may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles of Association as a quorum for a meeting of the Board, the Board may act for the purpose of increasing the number of members of the Board to that number, or of summoning a General Meeting of the Association, but for no other purpose.
85. The President or in his absence the Vice-President shall be the Chairman of the Board but provided that the Board may elect a Chairman of its meetings and determine the period of which he is to hold office; but if no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same the members of the Board present may choose one of their number to be Chairman of the meeting.
86. The Board may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board. In particular, an Executive Committee shall be constituted by the Board at all times, to work within the remit, authority and structure as determined by the Board from time to time.
87. A committee may elect a chairman of its meeting; if no such chairman is elected, or if at

any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting of that committee.

88. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman of that committee shall have a second or casting vote.
89. All acts done by any meeting of the Board or of a committee of the Board, or by any person acting as a member of the Board, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member of the Board or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Board.
90. A resolution in writing, copies of which have been signed by each eligible member of the Board or to which each eligible member of the Board has otherwise indicated agreement in writing by all the members of the Board for the time being entitled to receive notice of a meeting of the Board, shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.
91. In exceptional circumstances and with the consent of the Chairman of the relevant meeting, any member of the Board may validly participate in a meeting of the Board (or any committee thereof) through the medium of conference telephone and any other form of communications equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting and such member of the Board shall be deemed to be present in person and shall be counted in the quorum and entitled to vote.

#### **TREASURER**

92. The Treasurer shall be appointed by the Board from its members for such term, and upon such conditions as they may think fit; and any Treasurer so appointed may be removed from that office by them whilst retaining membership of the Board.
93. A provision of the Act or these Articles of Association requiring or authorising a thing to be done by or to a member of the Board shall not be satisfied by its being done by or to the same person acting as a member of the Board.

#### **THE SEAL**

94. The Board shall provide for the safe custody of the seal, which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf, and every instrument to which the seal shall be affixed shall be signed by a member of the Board in the presence of a witness who attests such signature.

#### **ACCOUNTS**

95. The Board shall cause accounting records to be kept in accordance with Sections 386 to 387 (inclusive) of the Act.
96. The accounting records shall be kept at the registered office of the Association or, subject to Section 388 of the Act, at such other place or places as the Board thinks fit and shall always be open to the inspection of the members of the Board.

97. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Association or any of them shall be open to the inspection of members not being a member of the Board, and no member (not being a member of the Board) shall have any right of inspecting any account or book or document of the Association except as conferred by statute or authorised by the Board or by the Association in General Meeting.
98. The Board shall from time to time in accordance with Part 15 of the Act, cause to be prepared and to be laid before the Association in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.
99. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Association in General Meeting, together with a copy of the auditor's report and Board's report shall not less than 21 days before the date of the meeting be sent to every member of, and every holder of debentures of, the Association. Provided that this Article shall not require a copy of these documents to be sent to any person of whose address the Association is not aware or to more than one of the joint holders of any debentures.

#### **AUDIT**

100. Auditors shall be appointed and their duties regulated in accordance with Section 498 of and otherwise in accordance with the Act.

#### **NOTICES**

101. Subject to these Articles of Association, anything sent or supplied by or to the Association under these Articles of Association may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Association. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post. Where a notice is sent or supplied by electronic means, service of the notice shall be deemed to be effected by properly addressing and sending the notice to an address supplied by the intended recipient to the Association for the giving of such notice to him and to have been effected at the expiration of 24 hours after it was sent.
102. Notice of every General Meeting shall be given in any matter hereinbefore authorised to:
  - (a) every member entitled to receive the same except those members who (having no registered address within the United Kingdom) have not supplied to the Association an address within the United Kingdom for the giving of notices to them;
  - (b) every person being a legal personal representative or a trustee in bankruptcy of a member entitled to receive the same where the member but for his death or bankruptcy would be entitled to receive notice of a meeting; and
  - (c) the auditor for the time being of the Association.

No other person shall be entitled to receive notices of General Meetings.

## **WINDING UP**

103. In the event of a winding up of the Association any assets available shall be distributed amongst the members of the Association.

## **INDEMNITY**

104. Every member of the Board shall be indemnified out of the assets of the Association against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office as member of the Board or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 1157 of the Act in which relief is granted to him by the Court, and no member of the Board or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Association in the execution of the duties of his office or in relating thereto. But this Article shall only have effect in so far as its provisions are not avoided by Sections 532 and 533 of the Act.

## **RULES OR BYE LAWS**

105. The Board may from time to time make regulations, bye-laws, and codes of conduct as it may deem necessary or expedient or convenient for the proper conduct and management of the Association, the regulation of its members and for the purposes of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may be such regulations, bye-laws and codes of conduct that regulate:

- (a) the admission and classification of members of the Association, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
- (b) the conduct of members of the Association in relating to one another, and to the Association's employees;
- (c) the manner in which they are required to conduct their business so as to promote the objects of the Association;
- (d) the setting aside of the whole or any part or parts of the Association's premises at any particular time or times of for any particular purpose or purposes;
- (e) the procedure at General Meetings and meetings of the Board and committees of the Board in so far as such procedure is not regulated by these Articles of Association;
- (f) the procedure for investigating complaints regarding the conduct of any member of the Association, and any suspected breaches of these Articles of Association or its regulations, bye-laws or codes of conduct;
- (g) the setting of fines for breach of any regulation, bye-laws or code of conduct; and
- (h) generally, all such matters as are commonly subject matter of association

rules.

The Association in General Meeting shall have power to alter or repeal the regulations, bye-laws or codes of conduct and to make additions thereto and the Board shall adopt such means as they deem sufficient to bring to the notice of members of the Association all such regulations, bye-laws and codes of conduct, which so long as they shall be in force, shall be binding on all members of the Association. Provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall effect or repeal anything contained in, the Memorandum or Articles of Association of the Association.

#### **MANDATORY DATA COLLECTION**

106. Not less than once during each quarter the Board shall engage the services of an independent third party ("Expert") to obtain information from its members for the purposes of producing statistical data in relation to the Association, its members, the credit services industry and/or such other matters as the Board may (acting reasonably) consider appropriate from time to time for the purposes of furthering and /or promoting the objects of the Association. Every member (except for Honorary Members, who shall not be subject to the requirements of this Article 106) shall provide to the Expert within 30 days of receipt of a request to do so (either from the Board or the Expert) any information that the Board or the Expert may reasonably require for the purposes of this Article 106 and shall ensure that all such information is complete and accurate in all material respects.

In the event that a member:

- (a) fails to provide any information requested pursuant to this Article 106 within the applicable 30 day response period; or
- (b) the information provided by that member is, in the reasonable opinion of the Expert, incomplete, inaccurate or misleading in any material respect or is information which has been submitted via previous submission by that member

then, notwithstanding the rights of suspension at Article 109, in respect of each such failure, that member shall pay to the Association an administration fee equal to 10% of the total annual membership fee payable by that member in respect of the membership year in which the request for information was received. The administration fee shall be payable by the member to the Association within 30 days of receipt of a written request from the Board for payment, or where such payment is disputed pursuant to Article 110, within 30 days of resolution of such dispute.

107. To ensure the quality of the statistical data provided pursuant to Article 106, but subject always to Article 108, certain employees of the Association may obtain samples of the information provided by members to the Expert for the sole purpose of verifying the accuracy of the information provided and/or resolving any issues in relation to incomplete, inaccurate or misleading information (the "Purpose"). A member shall provide to the Expert any additional or amended information that an employee of the Association may reasonably require that member to provide for the Purpose.

108. No employee of the Association shall have any right to obtain information under Article 107 unless they have obtained the prior written consent of the SID. Save for the CEO (in his capacity as an employee of the Association) and/or the SID, no member of the Board shall have any right to access or otherwise obtain any of the information provided by members pursuant to Article 106.

109. Without prejudice to Article 106, in the event that a member fails on three or more

occasions during any period of 12 consecutive months to comply with its obligations under Article 106, the Board shall be entitled, by giving written notice to the member, to suspend the membership of the member. In the event that the Board serves notice of suspension upon a member pursuant to this Article 109, in which event the provisions of Articles 17(h), 20 and 27 shall apply and the membership of that member shall remain suspended until either:

- (a) the member complies with its obligations under Article 106 in full in respect of all outstanding requests for information made pursuant to Article 106 immediately following the date of that member's suspension; or
- (b) the Board provides the member with written notice to the contrary.

110. Any member wishing to appeal against an administration fee incurred pursuant to Article 106 must appeal in writing to the CEO in writing within 14 days of receipt of notification from the Board requesting payment of such fee pursuant to Article 106 setting out in full detail the basis of such appeal. The CEO has 28 days to consider and respond in writing. Should the member not agree with the decision of the CEO, the member can appeal in writing to the Board within 14 days of receipt of the CEO's notification of his decision. The President has 28 days to respond on behalf of the Board, and the decision of the Board is final. Any member wishing to appeal against suspension in relation to the non-supply of data should follow the suspension and termination appeals procedure under Article 19.

#### **SUSPENSION OF MEMBERSHIP FOR NON PAYMENT**

111. Without prejudice to any rights or remedies that the Association may have, the Board may at any time suspend the membership of a member with immediate effect by giving written notice to that member if the member fails to pay any amount due from it to the Association on the due date for payment and remains in default for not less than 90 days. In the event that the Board serves notice of suspension upon a member pursuant to this Article 111, in which event the provisions of Articles 17(h), 20 and 27 shall apply and the membership of that member shall remain suspended until either:

- (a) the outstanding sums have been paid to the Association in full and cleared funds; or
- (b) the Board provides the member with written notice to the contrary.

112. In the event that the membership of a member has been suspended pursuant to Article 109 or Article 111 and remains in suspension at the end of the membership year, the Board shall be entitled, at its absolute discretion, to refuse to renew the membership of that member.

#### **OBLIGATIONS OF DISCLOSURE**

113. Each member shall immediately notify the CEO in writing:

- (a) upon any change in their name, trading style or otherwise in the information initially submitted by the member in support of its application to become a member of the Association or provided by such member on its most recent application for renewal of membership of the Association (whichever is the later);
- (b) in the event that it is or becomes, or may become, subject to any investigation or enforcement proceedings by any governmental, administrative or regulatory body including, without limitation, the FCA and/or the Competition & Markets

Authority and any successors thereto and, in the event of a Decision Notice being issued by the FCA such notification must be no later than the date of such Decision Notice;

- (c) upon becoming aware that it has or that it may, or it is reasonably likely that it may, become the subject of or feature in (whether alone or with others) any publication or publicity in whatever format or medium in respect of its activities including without limitation any press or media articles, investigative documentaries or reports or any internet based report, feature or comment save in respect of publicity materials issued by or about such member in the ordinary and proper course of its business;
- (d) any other matter relating to or concerning such member, or its officers or employees, which may have an adverse effect on the objects, interests, influence or regulation of the Association

provided always that the member shall not be required to make such disclosure to the extent that it is expressly precluded by law from doing so.

- 114. It is acknowledged that for the furtherance of the objects of the Association, the Association shall be permitted to disclose all such information as may come to its attention in respect of any of the members of the Association to any or all of the FCA, the Lending Standards Board, Trading Standards and such other regulatory bodies as the Association may deem appropriate for the purposes of advocacy or representation on behalf of the Member(s) concerned or the Association as a whole.
- 115. Articles 113(b) and 113(c) above shall not apply to Creditor/Originator members.