

COMPANY NO. 1330762

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE ASSOCIATION OF LAW COSTS DRAFTSMEN LIMITED

(ADOPTED BY SPECIAL RESOLUTION PASSED ON 12th MARCH 2025)

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1. PRELIMINARY

These Articles of Association are the articles of the Association (to the exclusion of any other articles or regulations set out in any statute, statutory legislation or other subordinate legislation from time to time in force).

In these Articles of Association:

1.1. the following words and expressions shall have the following meanings unless the context otherwise requires:

“2006 Act”	means the Companies Act 2006;
“Affiliate”	means a person regulated by an Authorised Regulator (other than the Association) and (unless the context otherwise admits) is a Member with the Affiliate class of membership;
“Article” or “Articles of Association”	means these Articles of Association as originally adopted on the date of adoption above or as subsequently altered from time to time by special resolution of the Association;
“Association”	means the Association of Law Costs Draftsmen Limited and references to the Association, including by reference to the “Association of Costs Lawyers” being a trade name of the Association, shall be construed accordingly;
“Auditors”	means the auditors for the time being of the Association and if the Association does not have any auditors willing and/or able to act either generally or connected with a determination required by them under these Articles (including if exempt by law from a requirement to appoint) means (unless the context otherwise admits and to the extent the law allows) such other chartered accountants as the Council shall think fit to appoint;
“Authorised Regulator”	has the same meaning as in the Legal Services Act;
“Business Day”	means a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business;
“By-Laws”	means the by-laws of the Association referred to in these Articles (and, unless the context otherwise admits, includes any appendices to the by-laws of the Association) as amended from time to time by the Council or by special resolution of the Association;
“clear days”	means, in relation to the period of a notice, that period excluding the day on which the notice is given or is deemed to be given and the day for which it is given or on which it is to take effect;
“Code of Conduct”	means the code of conduct for Costs Lawyers as amended from time to time by the Regulatory Body;
“Companies Act”	has the same meaning as that in Section 2 of the 2006 Act in so

	far as they apply to the Association;
“Costs Lawyer”	means a person authorised by the Regulatory Body and (unless the context otherwise admits) is a Member with the Costs Lawyer class of membership;
“Council”	means the Council of Management for the time being of the Association or (as the context shall require) any of the Council Members acting as the Council of Management;
“Council Member”	means a person who is a member of the Council at the relevant time and “Council Members” shall be construed accordingly;
“Fellow”	means a person authorised by the Regulatory Body and (unless the context otherwise admits) is a Member with the Fellow class of membership;
“Honorary Member”	means a person who is a Member with the Honorary class of membership;
“Legal Services Act”	means the Legal Services Act 2007 and any reference to the “LSA” shall be construed accordingly;
“Legal Services Board”	means the Legal Services Board provided for in the Legal Services Act;
“Limited Liability Partnership”	means a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000 and any reference to an “LLP” shall be construed accordingly;
“Member”	means every person whose application for any class of membership of the Association has been accepted by the Council and “Membership” means membership of the Association;
“month”	means a calendar month;
“Office”	means the registered office for the time being of the Association;
“Officers”	means the Council Members who are appointed as officers of the Association from time to time in accordance with these Articles;
“Permitted Person”	means in relation to Article 14:(a) every Council Member or officer or auditor of the Association and every former Council Member or former officer or auditor of the Association and (unless otherwise stated) (b) every director or other officer or auditor of any subsidiary of the Association referred to or any former director or other officer or auditor of any such subsidiary of the Association;
“Principle of Regulatory Independence”	means the principle of regulatory independence as defined in the Internal Governance Rules 2009 made by the Legal Services Board;

“Regulatory Body”	means Costs Lawyer Standards Board Ltd (Company Number: 04608905) or any other person, entity or body which shall have no representative functions in respect of any Member and to which person, entity or body the Association may from time to time delegate the Regulatory Functions;
“Regulatory Functions”	means the regulatory functions of the Association as defined in Section 27 of the Legal Services Act;
“Right of Audience”	means a right of audience granted in accordance with the Legal Services Act;
“Right to Conduct Costs Litigation”	means a right to conduct costs litigation granted in accordance with the Legal Services Act;
“Retired Member”	means a person who no longer practices in the field of legal costs and who does not exercise a Right of Audience or a Right to Conduct Costs Litigation and who has been a Member of the Association for at least ten consecutive years and is a Member at the date of his retirement and (unless the context otherwise admits) is a Member with the Retired Member class of membership;
“Seal”	means the common seal (if any) of the Association;
“Trainee Costs Lawyer”	means a person undertaking training to qualify as a Costs Lawyer with an Accredited Study Provider of the Costs Lawyer Qualification and (unless the context otherwise admits) is a Member with the Trainee class of membership;
“TUPE”	means The Transfer of Undertakings (Protection of Employment) Regulations 2006;
“United Kingdom”	means Great Britain and Northern Ireland; and
“in writing”	means written or printed, or partly one and partly the other, and any other method or combination of methods of representing or reproducing words, symbols or other information in a visible form and (unless the context otherwise admits) includes whether sent or supplied either in hard copy form or electronic form or on a website or otherwise in any manner permitted by the Companies Acts.

- 1.2. Words importing the singular number only shall include the plural number, and vice versa.
- 1.3. Subject as aforesaid, any words or expressions defined in these Articles shall, if not inconsistent with the subject or context, have the same meanings as in the Companies Acts (excluding any modification, re-enactment or restatement of them which is not in force on the date of adoption of these Articles).
- 1.4. Subject to Article 1.3 any reference to a statute or provision or schedule of a statute shall include any orders, regulations or subordinate legislation made

under it and shall, unless the context otherwise requires, include any modification, re-enactment or re-statement of it for the time being in force and the same principle of construction shall be applied to any orders, regulations or other subordinate legislation.

- 1.5. Any reference to a document or information being sent or supplied by or to a company (including the Association) shall be construed in accordance with the provisions of Section 1148 (3) of the 2006 Act and any reference to “sent” or “supplied” (or other similar terms) shall be construed in accordance with Section 1148 (2) of the 2006 Act.
- 1.6. Headings to Articles or groups of Articles, and any marginal notes appearing in these Articles, are inserted for convenience only and shall not form part of, or affect the construction of, these Articles.

2. OBJECTS

- 2.1. The objects for which the Association is established (the “**Objects**”) are:
 - 2.1.1. to provide a special organisation and to do all such things as from time to time may be necessary or desirable to establish, maintain and advance the status and interests of the profession of Costs Lawyers;
 - 2.1.2. to protect and promote the mutual interests of its members by such methods as may be decided upon by the Council and as are consistent with the Objects;
 - 2.1.3. to encourage and assist people engaged in the profession of legal costs and charges to join the Association;
 - 2.1.4. to promote and develop within the legal profession and elsewhere a greater appreciation and general understanding of legal costs and charges, and to encourage efficiency in those engaged in the preparation thereof and in associated matters;
 - 2.1.5. to have overall responsibility for the regulation of its members and in particular to:
 - 2.1.5.1. delegate to and ensure that the Regulatory Functions are delegated to the Regulatory Body; and
 - 2.1.5.2. following such delegation, undertake the oversight and monitoring of such regulation (save that it shall not intervene in or make directions in respect of the Regulatory Functions unless with the concurrence of the Legal Services Board).
- 2.2. The Association shall have the power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular (but without limitation) the Association has the following powers:
 - 2.2.1. to purchase, take on lease or in exchange, hire or otherwise acquire any freehold, leasehold or other property for any estate or interest whatsoever, any rights, privileges, or easements over or

in respect of any property and any real or personal property and rights or privileges whatsoever which may be necessary for or may enhance the value of any property of the Association and to construct, maintain and alter buildings or erections;

- 2.2.2. to sell, improve, develop, exchange, let, mortgage, dispose of or turn to account grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights or assets of the Association;
- 2.2.3. to undertake and execute any charitable trusts which may lawfully be undertaken by the Association;
- 2.2.4. to borrow or raise money on such terms and on such security as the Council shall think fit and to secure the repayment of any money borrowed raised or owing by mortgage, charge, or lien upon the whole or any part of the Association's undertaking, property or assets, whether present or future, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Association of any obligation it may undertake;
- 2.2.5. to lend money of the Association, which may not for the time being be required for any of the purposes aforesaid, upon the security of any real or leasehold property, and to lend money with security, in any case in which such a loan shall be deemed likely to directly or indirectly further the interests of the Association, and to invest the moneys of the Association not immediately required for its purposes 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 and subject also as hereinafter provided;
- 2.2.6. to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes;
- 2.2.7. to acquire, merge with or enter into any partnership or joint venture arrangement with any person or persons (including any individuals; unincorporated body or association, general partnership or firm, limited liability partnership, company or other body corporate);
- 2.2.8. to transfer or delegate in whole or in part the business or undertaking or any aspect of the business or undertaking of the Association in accordance with requirements by law and in particular the Regulatory Functions in accordance with the requirements of the Legal Services Act; and
- 2.2.9. to do all such other things as are incidental or conducive to the attainment or furtherance of the Objects or any of them including by the exercise of powers set out in or in accordance with the following provisions of these Articles.

- 2.3. The Objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- 2.4. In any case where the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- 2.5. In any case where the Association shall be restricted by any legal requirement in the Companies Acts or in the Legal Services Act which cannot be excluded or varied in law, including in respect of its Objects or the exercise of any powers calculated to further its Objects or conducive or incidental in doing so, then Article 16.2 confirms the relationship with these Articles.
- 2.6. For the avoidance of doubt the powers listed in Article 2.2 is not an exhaustive list and the Association shall have powers in these Articles or (subject to the foregoing) the by-laws and those conferred by the Members in general meeting or by law.

3. FURTHERANCE OF OBJECTS

- 3.1. The income and property of the Association shall be applied solely towards the promotion of its Objects and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Association.
- 3.2. Nothing in Article 3.1 shall prevent any payment in good faith by the Association:
 - 3.2.1. of reasonable and proper remuneration to any member, director, officer, employee or servant of the Association for any goods or services supplied to the Association or as otherwise expressly permitted by these Articles (including as provided in Article 5.17) or the employment or appointment of any person in respect of which such remuneration is payable;
 - 3.2.2. of interest at a rate not exceeding the base lending rate from time to time of whichever bank the Council has nominated as the Association Bank (or any successor bank or financial institution to the whole or substantially the whole of the business of such bank) on money lent to the Association or a greater rate approved in general meeting by the Members;
 - 3.2.3. of reasonable and proper rent for premises demised or let to the Association;
 - 3.2.4. to any officer or member of the Council of reasonable out-of-pocket expenses properly incurred or reimbursement by the Association to any such person of any such out-of-pocket expenses including expenses as provided in Article 5.18;
 - 3.2.5. to a general partnership or firm, limited liability partnership, company or other body corporate of which any member of the Association or any officer or member of the Council may be a

partner, officer, designated member or member or employee or servant; or

3.2.6. (without prejudice to Articles 3.2.1 and 3.2.2) of monies to any member of the Association or any officer or member of the Council for the purchase or any other acquisition by the Association or the lease or licence or other right of use granted to the Association of any property and also the sale or any other disposal by the Association or the lease or licence or other right of use granted by the Association of any property to any member of the Association or any officer or member of the Council.

3.3. Nothing in Article 3.1 shall prevent a member of the Association or officer or member of the Council or governing body or other person from having the benefit of the indemnity in Article 14.1 or any other indemnity referred to in Article 14.1.

3.4. Nothing in Article 3.1 shall prevent a member of the Association or officer or member of its Council of Management or governing body or other person from having the benefit of the insurance referred to in Article 14.2 or purchase or maintenance of such insurance.

3.5. Nothing in Article 3.1 shall prevent or restrict any contract, transaction or arrangement (not within exceptions in Articles 3.1 to 3.4 (inclusive)) if and to the extent not prohibited by law, and in particular the 2006 Act and the Legal Services Act, and if in accordance with these Articles.

3.6. Nothing in Article 3.1 shall prevent or restrict the Association from making available to the Regulatory Body such resources as are reasonably required for or in connection with the performance of the Regulatory Functions.

4. MEMBERSHIP

4.1. The subscribers to the Memorandum of Association and such other persons as are admitted to Membership in accordance with these Articles and (subject to the foregoing) the by-laws shall be the Members.

4.2. No person shall be admitted to Membership unless that person fulfils the general requirements for Membership in these Articles and the specific requirements within the by-laws (if applicable to such person or the class of membership).

4.3. No person shall be eligible for Membership unless they satisfy the Council that they meet all the following general requirements, as referred to in Article 4.2:

4.3.1. they are not subject to a Bankruptcy Order or Disqualified from being a Director;

4.3.2. they undertake in their application to comply with these Articles, and to comply with the by-laws (if applicable to such person or the class of membership); and

- 4.3.3. they undertake to pay the subscription fees and all other fees and sums payable as a Member (if applicable to such person or the class of membership) due to the Association from time to time.
- 4.4. The application for Membership shall be made in writing in a form approved by the Council, and shall be sent to the Association together with payment of such application fee as may from time to time be determined by the Council. That fee is in addition to the requirement for payment of an annual subscription fee if admitted to Membership as may from time to time be determined by the Council and the application fee is not a part payment.
- 4.5. Subject only to any requirement imposed by law, the Council shall notify a refusal to admit any person as a Member within three months of receiving their application but in every case has the right, in its absolute discretion, to refuse admission to Membership to any person without disclosing reasons for such decision.
- 4.6. An annual subscription fee in such sum as may from time to time be determined by the Council shall be payable by all Members and is payable on admission to Membership and thereafter at such times as prescribed by the by-laws. A person who ceases to be a Member for any reason is not entitled to a refund of any annual subscription fee or any part of any such annual subscription fee.
- 4.7. A Member may at any time withdraw from Membership by giving notice in writing of withdrawal to the Association and shall automatically cease to be a Member one Business Day from receipt of the written notice by the Association from the Member.
- 4.8. In addition to cessation under Article 4.7, a person shall also cease to be a Member in the following circumstances:
- 4.8.1. if they die; or
- 4.8.2. by reason of mental disorder, illness or injury they become incapable of managing and administering their own affairs; or
- 4.8.3. if (subject to Article 4.10) their Membership is terminated by a resolution of the Council passed by a simple majority of the votes cast in favour of the resolution; or
- 4.8.4. they no longer fulfil the general or specific requirements for Membership; or
- 4.8.5. they are in material breach of these Articles or by-laws and, if such breach is capable of remedy, it has not been remedied within twenty-one days of notice in writing served by the Council identifying the breach and requesting remedy of it; or
- 4.8.6. they have become insolvent as defined by the Insolvency Act 1986.
- 4.9. A person may (subject to Article 4.10) have their Membership suspended by a resolution of the Council passed by a simple majority of the votes cast in favour of the resolution.

- 4.10. Unless otherwise expressly stated in these Articles or (subject to the foregoing) the by-laws to the contrary, a resolution of the Council to terminate or to suspend a Member may only be passed if:
- 4.10.1. they have been given at least fourteen days' notice in writing of the meeting at which the resolution will be proposed and reasons why it is to be proposed; and
 - 4.10.2. they have been allowed to make written and/or oral representations to the meeting.
- 4.11. If a Member has been suspended and the circumstance which resulted in the resolution of the Council to suspend their Membership continues to apply then a resolution of the Council to terminate their Membership because of such circumstance is not subject to Article 4.10.
- 4.12. In the case of termination of Membership by such a resolution of the Council under Article 4.8.3 or Article 4.11, the relevant person shall cease to be a Member immediately upon the conclusion of the meeting at which the resolution to remove them has been passed or (if later) on the date stated in the resolution or confirmed by notice in writing from the Council to such Member given pursuant to such resolution.
- 4.13. In the case of suspension of Membership, the Council shall specify the duration and/or terms of the suspension and the Member shall not be entitled to a refund of their subscription fee or any other fee or sum payable as a Member. Such terms of suspension shall include that during the suspension the Member shall not have any rights or benefits associated with Membership.
- 4.14. A person who is a Member may apply to become a Member with a different class of Membership and if their application is successful then their Membership shall be changed to that different class with effect from the effective date as stated in a notice in writing from the Council to them.
- 4.15. Membership shall not in any circumstances be transferable or transmissible but shall be entirely personal to each Member. Without prejudice to the right of a Member to appoint a proxy, no rights of a Member are transferable and no Member may nominate any person to enjoy or exercise any of their rights as a Member.
- 4.16. The Council shall ensure that a register (the “**Register of Members**”) containing the names and addresses of all Members and a statement of the class to which each Member belongs shall be maintained by the Association and also that, if required by such section, that an index of members (“**Index of Members**”) which complies with the requirements of Section 115 of the 2006 Act shall be maintained by the Association. The Index of Members shall be open to inspection by any Member or persons requiring the services of a Member as a Costs Lawyer and to any other person as permitted by statute. The Council shall make or instruct employees to make from time to time any relevant changes to the Register of Members and any Index of Members including to reflect any termination or suspension or change of class of Membership referred to above.

5. GOVERNANCE BODY

- 5.1. The Association shall be governed by a body known as the “Council of Management”.
- 5.2. Unless otherwise determined by ordinary resolution of the Association, the number of the Council Members (including the Officers) shall not be less than four and not more than twenty.
- 5.3. Council Members are, for the purposes of the Companies Acts, directors (as defined in the 2006 Act) of the Association and any provisions which make reference to directors (as so defined) shall, subject as provided in these Articles, apply. For the avoidance of doubt, Officers are Council Members.
- 5.4. Subject to the provisions of these Articles the Council shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined by the Council, four shall be a quorum for the transaction of business by the Council. A Council Member shall not be counted in the quorum present at a meeting in relation to a resolution on which they are not entitled to vote.
- 5.5. Unless otherwise stated in these Articles, questions arising at any Council meeting shall be decided by a majority of votes. In case of an equality of votes, the Chair of the meeting shall have a second or casting vote in addition to any vote they have as a Council Member and (if applicable) as an alternate director (except when such second or casting vote would be in respect of any matter on which they are not eligible to vote as a Council Member or (if applicable) as an alternate director).
- 5.6. Any Council Member (other than an alternate director) may appoint any other Council Member willing to act to be an alternate director for such Council Member and may remove such person as alternate director appointed.
- 5.7. An alternate director shall be entitled to vote at any such meeting at which the Council Member appointing them is not present and generally to perform all the functions of their appointor as a Council Member in their absence.
- 5.8. An alternate director shall be entitled at any meeting of the Council to one vote for every Council Member they represent on any resolution on which their appointor is entitled to vote in addition to their own vote (if any) as a Council Member, but they shall count as only one for the purposes of determining whether a quorum is present.
- 5.9. An alternate director shall cease immediately to be an alternate director for their appointor if their appointor ceases to be a Council Member.
- 5.10. Save as provided in Article 5.9, an appointment or removal of an alternate director shall be by notice in writing to the Association by the Council Member making or revoking the appointment or in any other manner approved by the Council.
- 5.11. Save as otherwise provided in these Articles, an alternate director shall be deemed for all purposes to be a Council Member (and accordingly a director

as referred to in Article 5.3) and shall alone be responsible for their own acts and defaults and they shall not be deemed to be the agent of the Council Member appointing them.

- 5.12. The activities and business of the Association shall be managed by the Council which may exercise all such powers of the Association and do on behalf of the Association all such acts as may be exercised and done by the Association, and as are not by the Companies Acts or by these Articles or by any direction given by special resolution of the Association required to be exercised or done by the Association in general meeting.
- 5.13. No alteration of these Articles shall invalidate any prior act of the Council which would have been valid if such alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Council by these Articles and a meeting of the Council at which a quorum is present may exercise all powers exercisable by the Council.
- 5.14. The Council may delegate any of its powers to committees consisting of such Council Member, or Council Members, or Members as it thinks fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it from time to time by the Council. Any such delegation may be made subject to any conditions the Council may impose, either collaterally with or to the exclusion of its own powers, and may be revoked or altered. Subject to any such conditions or regulations, the meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Council so far as applicable and (subject to the foregoing) so far as the same shall be governed by the by-laws.
- 5.15. The Council may, by power of attorney or otherwise, appoint any person to be the agent of the Association, or (subject to these Articles) otherwise delegate powers and/ or their exercise on behalf of the Association to any person, for such purposes and on such conditions as it determines, including authority for the agent or such other person to delegate all or any of their powers.
- 5.16. Subject to the provisions of these Articles, the appointment or removal of a Council Member shall be carried out in accordance with the by-laws.
- 5.17. Council Members may be entitled to such remuneration as the Council may determine from time to time to be reasonable and proper and, unless such determination provides otherwise, the remuneration shall be deemed to accrue from day to day. Subject to these Articles, such remuneration may take any form and include any arrangements in connection with the payment of a pension, allowance or gratuity, or for any death, sickness or disability benefits to or in respect of a Council Member.
- 5.18. Council Members may be paid all travelling, hotel and other out of pocket expenses properly incurred by them in connection with their attendance at meetings of the Council or general meetings or class meetings of the Association or otherwise in connection with the discharge of their duties.
- 5.19. The Council Members for the time being may act notwithstanding any vacancy in their body; provided always that in case the Council Members shall at any time be or be reduced in number to less than the minimum

number prescribed by or in accordance with these Articles or (if different) for such quorum referred to above, it shall be lawful for them to act as the Council for the purpose of admitting persons to Membership, filling up vacancies in their body, or of summoning a general meeting, but not for any other purpose.

- 5.20. The Chair of the Association for the time being shall be entitled to preside at all meetings of the Council at which they shall be present. If at any meeting the Chair is not present within ten minutes after the time appointed for holding the meeting or they are unwilling to preside, the Council Members present shall choose one of their number to be Chair of the meeting.
- 5.21. All acts bona fide done by any meeting of the Council, or by any person acting as a Council Member, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Council Member or person acting as aforesaid, or that they or any of them were disqualified or that they or any of them was not entitled to vote on the matter in question, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Council Member and to vote. Nothing in this Article is intended to override a requirement for a quorum at any such meeting or sufficient votes to pass any relevant resolution at any such meeting except in so far as the meeting would be quorate and/or sufficient votes cast without any such Council Member or person acting as aforesaid not entitled to be included.
- 5.22. The Council shall cause proper minutes to be made of:
 - 5.22.1. all appointments of Officers made by the Association;
 - 5.22.2. all appointments made by the Council;
 - 5.22.3. all meetings of the Association; and
 - 5.22.4. all meetings of the Council.
- 5.23. Except a resolution to suspend or terminate a Member passed in accordance with Articles 4.9 and 4.10, a resolution of the Council may be passed as a written resolution signed by all the Council Members or members of any committee of the Council who are entitled to receive notice of a meeting of the Council or of such committee and to vote on such resolution or to which each such eligible Council Member or member of such committee of the Council has otherwise signified agreement in writing shall be as valid and effectual as if it had been passed at a meeting of the Council or of such committee duly convened and constituted. Such written resolution may consist of several documents in the like form, each signed by one or more Council Members to signify agreement or to which one or more such eligible persons has otherwise signified their agreement in writing but a resolution signed by an alternate director or to which an alternate director has otherwise signified agreement in writing need not also be signed by their appointor or require such appointor to otherwise signify their agreement in writing and, if it is signed by a Council Member or such Council Member has otherwise signified their agreement in writing (being a Council Member who has appointed an alternate director), it need not be signed by the alternate director in that capacity or require such alternate director to otherwise signify agreement in writing in that capacity. Furthermore except a resolution to

suspend or terminate a Member to be passed in accordance with Articles 4.9 and 4.10 which requires the holding of a meeting, a unanimous decision taken by all such eligible Council Members or members of any such committee or by their respective alternate directors by other means (other than in a meeting or as a written resolution) shall be as valid and effectual as if it has been passed at a meeting of the Council or of such committee duly convened and constituted.

- 5.24. A Council Member ("**Conflicted Council Member**") shall not vote at a meeting of the Council on any resolution concerning a matter in which they have (directly or indirectly) an interest or duty which is material and which conflicts or may conflict with the interests of the Association ("**Conflict Situation**").
- 5.25. For the purposes of Article 5.24, an interest of a person who is connected with a Council Member for any purpose of the 2006 Act shall be treated as an interest of the Council Member.
- 5.26. The Council shall be entitled to exclude the Conflicted Council Member or their alternate director from any meeting or other discussion (whether oral or written) concerning the authorisation of such Conflict Situation and they shall also be entitled to withhold from such Conflicted Council Member or their alternate director any Council or other papers concerning the authorisation of such Conflict Situation. This is in addition to any prohibition (if entitled to attend) from voting on authorisation of such Conflict Situation, provided that:
 - 5.26.1. the Conflicted Council Member (for long as they reasonably believe such conflict situation subsists) shall not be required to disclose to the Association (including the Council) any confidential information relating to such Conflict Situation which they obtain or have obtained otherwise than in their capacity as a Council Member, if to make such disclosure would give rise to a breach of duty or breach of obligation of confidence owed by them to another person in relation to such matter, office, employment or position;
 - 5.26.2. the Conflicted Council Member shall be entitled to absent themselves from any or all meetings of the Council at which anything relating to such Conflict Situation will or may be discussed; and
 - 5.26.3. the Conflicted Council Member shall be entitled to make such arrangements as they think fit to not receive documents or information (including (without limitation) Council papers relating to any such Conflict Situation).
- 5.27. The Council may by ordinary resolution or (if required by the Companies Acts) by special resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these Articles, or (if applicable) the application of Section 175 of the 2006 Act, prohibiting a Council Member from voting at a meeting of the Council or otherwise resolve a Conflict Situation or any other matter involving a Council Member which would prohibit them from voting and if they shall vote their vote shall be counted and if they are entitled to vote they shall also be entitled to be counted in the quorum at any such meeting.

- 5.28. If a question arises at a meeting of the Council as to the right of a Council Member to vote, the question may, before the conclusion of the meeting, be referred to the Chair of the meeting and their ruling in relation to any Council Member other than themselves shall be final and conclusive.
- 5.29. Any Council Member or their alternate director may participate in a meeting of the Council, by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other throughout the meeting and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the 2006 Act, they shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chair of the meeting then is.

6. OFFICERS

- 6.1. The Officers of the Association shall be those persons who hold the offices of Chair, Vice-Chair, Treasurer and (if applicable) such other offices of the Association created in accordance with these Articles and (subject to the foregoing) the by-laws.
- 6.2. Each such person must be a Council Member and, subject to the foregoing, eligibility to hold office as an Officer shall in so far as not provided for in these Articles be as set by the by-laws.
- 6.3. The office of an Officer but not their office as Council Member (except when the terms of appointment also provide for resignation as a Council Member and they fail to do so), shall be vacated if:
- 6.3.1. by notice in writing to the Association they resign their office as an Officer; or
 - 6.3.2. they are removed from office as an Officer by the Council in accordance with Article 6.4.
- 6.4. The Council may at any time and from time to time remove an Officer from their office as Officer by notice in writing but such notice in writing shall be given in accordance with any period of notice requirement under the terms of appointment to such office.

7. BY-LAWS

- 7.1. The Council shall have power to prescribe the by-laws in its absolute discretion and to regulate such matters as it deems necessary or expedient or convenient for the proper conduct and management of the Association (save that for the avoidance of doubt, the by-laws shall not confer any powers or authority on the Association or Council where to do so would be contrary to these Articles or the Legal Services Act) and in particular, but without limitation, it shall have power to regulate the following in the by-laws:
- 7.1.1. the admission and classification of Members, and the rights and privileges of such Members, the conditions of Membership and other obligations of Membership and the terms on which Members

may withdraw from Membership or have their Membership suspended, cease or terminated;

- 7.1.2. the number of Officers and their designations;
 - 7.1.3. the composition of the Council and the criteria for eligibility for appointment to the Council in so far as such matters are not regulated by these Articles;
 - 7.1.4. the appointment of the Officers and (subject to Article 7.1.3) the Council;
 - 7.1.5. the procedure at general meetings and separate general meetings of any class of Member and meetings of the Council and committees of the Council in so far as such matters are not regulated by these Articles; and
 - 7.1.6. the appointment, rights, privileges, and powers of honorary members, presidents, vice-presidents and patrons of the Association.
- 7.2. Subject to Article 7.1 above the Council shall have power to alter or repeal all or any of the provisions of the by-laws and to make additions thereto.
- 7.3. Subject to Article 7.1, the Members shall also have the power by passing a special resolution of the Association to alter or repeal all or any of the provisions of the by-laws and to make additions thereto.
- 7.4. The Council shall, by such means as they deem sufficient, bring the by-laws, and such alterations, repeals and additions, to the notice of Members.
- 7.5. The by-laws shall, so long as they shall be in force, be binding on all Members except to the extent of a conflict with these Articles.

8. GENERAL MEETINGS

- 8.1. The Association shall not be obliged to call an Annual General Meeting or to make any distinction between the name or type of any general meeting and accordingly any references to any Annual or Extraordinary General Meetings shall have no application to the Association after the date of adoption of these Articles. Furthermore if the term "Annual General Meeting" is used by the Association on a website or in any document or information sent to a Member or other person to describe a general meeting it is not to be construed as referring to an annual general meeting within the meaning of the Companies Acts or impose any new or additional requirements to be satisfied than are needed for any other general meeting and is merely used for convenience to describe a particular meeting in a calendar year.
- 8.2. All general meetings shall be convened and held in accordance with these Articles.
- 8.3. General meetings can be held in a format to be determined by the Council from time to time, either in-person or virtual.

- 8.4. The Council may convene general meetings at any time. If at any time there are not sufficient Council Members physically present or present in such other manner as permitted by these Articles and capable of acting to form a quorum for a meeting of the Council, or those Council Members present at an inquorate meeting are entitled under these Articles to convene a general meeting but have not resolved to convene a general meeting, then any Council Member or any two Members entitled to vote in general meeting, or if there is only a single Member entitled to vote in general meeting, the sole Member may convene a general meeting in the same manner as nearly as possible as that in which general meetings may be convened by the Council.
- 8.5. Nothing in Article 8.4 is intended to override a requirement of the Council to convene a general meeting on the requisition of the Members pursuant to Section 303 of the 2006 Act and in which event the Council shall proceed to convene a general meeting. If a general meeting is not called by the Council or (in the alternative) is not or cannot be called as set out in Article 8.4 then the provisions of the 2006 Act shall apply for convening of the meeting by the requisitionists or otherwise as prescribed.
- 8.6. A general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other general meetings shall be called by at least fourteen clear days' notice.
- 8.7. A notice of general meeting shall be in writing and sent or supplied as prescribed by these Articles and shall specify the date, time and place of the meeting and, in the case of any general meeting at which business other than ordinary business is to be transacted, the general nature of such business. The notice of general meeting shall also include with reasonable prominence the requisite statement(s) in accordance with Section 325 of the 2006 Act and in particular that a Member is entitled to appoint a proxy to exercise all or any of their rights referred to in Section 324 of the 2006 Act and that a proxy need not be a Member. Subject to the provisions of these Articles, the notice shall be sent or supplied in accordance with these Articles to all the Members entitled to receive notice and whose Membership has not been suspended and to all Council Members and to the Auditors.
- 8.8. 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.
- 8.9. If a resolution to be proposed at a general meeting is intended to be amended then:
- 8.9.1. in the case of an ordinary resolution to be proposed at a general meeting, it may be amended by ordinary resolution if:
- 8.9.1.1. notice in writing of the proposed amendment is given to the Association 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) or (alternatively) the Chair of the meeting proposes the amendment at the general meeting at which the resolution is proposed; and

- 8.9.1.2. the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution;
- 8.9.2. in the case of a special resolution to be proposed at a general meeting, it may be amended by ordinary resolution if:
 - 8.9.2.1. the Chair of the meeting proposes the amendment at the general meeting at which the resolution is proposed; and
 - 8.9.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 8.10. If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution does not meet the above requirements of Article 8.9, the Chair's error does not invalidate the vote on that resolution.
- 8.11. Ordinary business shall mean and include only business transacted at a general meeting of the following classes, that is to say:
 - 8.11.1. receiving and considering the annual accounts of the Association, the reports of the Council and the Auditors and other documents required by law to be attached or annexed to such accounts and reports or to be comprised in them; and
 - 8.11.2. appointing the Auditors (except when special notice of the resolution for such appointment is required by the 2006 Act) and fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed.
- 8.12. No business shall be transacted at any general meeting unless a quorum is present. Save in the case when the Association only has a single Member entitled to vote in general meeting (in which case the sole Member present in person or by proxy shall be a quorum), seven persons entitled to vote upon the business to be transacted or (if less) those persons representing not less than one tenth of the total voting rights of all Members, each being a Member entitled to vote in general meeting or a proxy for such a Member entitled to vote in general meeting, shall be a quorum.
- 8.13. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present or if during a meeting such a quorum ceases to be present, the meeting shall if convened on the requisition of or by the 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 time and place as the Chair of the meeting may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the holding the meeting, the Members entitled to vote upon the business to be transacted, being Members entitled to vote in general meeting who are present in person or by proxy, shall be a quorum.
- 8.14. The Chair of a general meeting may, with the consent of any meeting at which a quorum is present or if it appears to the Chair of the meeting that an

adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner (and shall if so directed by the meeting), adjourn the meeting from time to time (or without specifying a time and date) and from place to place. Where a meeting is adjourned without specifying a time and date, the date, time and place of the adjourned meeting shall be fixed by the Council.

- 8.15. No business shall be transacted at any adjourned meeting other than the business which might lawfully have been transacted at the meeting from which the adjournment took place.
- 8.16. When a general meeting is adjourned for fourteen days or more or without a time and date being specified, at least seven clear days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting (save that it shall not be necessary to specify the nature of the business to be transacted). Save as stated in this Article, it shall not be necessary to give any notice of an adjournment or of the adjourned meeting or business to be transacted at an adjourned meeting.
- 8.17. The Chair (if any) of the Association shall preside as Chair at every general meeting of the Association, or if there is no such Chair, or if they shall not be present within fifteen minutes after the time appointed for the holding of the meeting, or they are unwilling to act, the Vice-Chair shall preside or, failing them, the Council Members present shall elect one of their number to be Chair of the meeting. If at any meeting no Council Member is willing to act as Chair, or if no such person is present within fifteen minutes after the time appointed for the holding of the meeting, the Members present and entitled to vote shall choose one of their number to be the Chair of the meeting.
- 8.18. 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 by:
 - 8.18.1. the Chair of the meeting; or
 - 8.18.2. not less than five Members present in person or by proxy and entitled to vote; or
 - 8.18.3. (if Article 8.18.2 does not apply because the Association has less than five Members entitled to vote) any Member or Members present in person or by proxy and entitled to vote representing not less than one tenth of the total voting rights of all Members having the right to vote on the resolution,and, for the purposes of the foregoing, a demand by a proxy pursuant to Article 8.29 shall be deemed to be a demand by the person appointing that proxy.
- 8.19. A demand for a poll may, before the poll is taken, be withdrawn with the consent of the Chair of the meeting and any demand so withdrawn shall not be taken to have invalidated any result of a show of hands made before the demand was made.
- 8.20. Unless a poll is duly demanded, a declaration by the Chair of the meeting that a resolution has been carried, or carried unanimously, or by a particular

majority, or lost or not carried by a particular majority, and an entry to that effect in the minutes, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution. If a poll is required it shall be taken in such manner as the Chair of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chair of the meeting may (and if so directed by the meeting shall) appoint scrutineers (who need not be Members) and may adjourn the meeting to a place and time fixed by them for the purpose of declaring the result of the poll.

- 8.21. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair 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 in addition to any other vote they may have and such vote shall be taken into account in determining if the relevant resolution is passed (except when such second or casting vote would be in respect of any matter on which they are not eligible to vote as a Member or (if applicable) as a proxy).
- 8.22. A poll demanded on the election of a Chair of a general meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the Chair of the meeting may direct. No notice need be given of a poll not taken immediately provided that the time and place at which it is to be taken was announced at the meeting at which it was demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. If a poll is demanded before the declaration of the result of a show of hands, and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 8.23. Subject to any restrictions imposed by or pursuant to these Articles or (subject to the foregoing) the by-laws, on a show of hands or in the case of a poll every Member eligible to vote and present themselves, or by proxy, shall have one vote.
- 8.24. If:
 - 8.24.1. any objection shall be raised to the qualification of any voter;
 - 8.24.2. any votes have been counted which ought not to have been counted or which might have been rejected; or
 - 8.24.3. any votes are not counted which ought to have been counted, the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or the error occurred and then subject to a referral and decision under this Article. Any such objection or error shall be referred to the Chair of the meeting (unless the vote objected to was given or tendered in connection with the resolution for the appointment or removal of the Chair of the meeting whether as such Chair or as a Council Member, in which case the objection or error shall be referred to the ViceChair) and shall only vitiate the decision of the meeting on

any resolution or the poll if the Chair (or the Vice-Chair, as the case may be) decides that the same may have affected the decision of the meeting or the poll. The decision of the Chair (or the ViceChair, as the case may be) shall be final and conclusive.

- 8.25. A proxy for a Member is only entitled to vote if the Member appointing them is entitled to attend and vote in general meeting and such Member is absent and the appointment of the proxy has not been revoked in accordance with these Articles. A person entitled as proxy to more than one vote need not use all their votes or cast all the votes in the same way. A proxy need not be a Member.
- 8.26. An appointment of a proxy shall be executed by or on behalf of the appointer, or sent by or on behalf of the appointor and authenticated in such manner as the Council may determine, and shall be in a form, or as near thereto as circumstances allow, which the Council may approve.
- 8.27. The appointment of a proxy and any authority under which it is executed and/or sent on behalf of the Member or a copy of such authority certified notarially or in some other way approved by the Council may:
 - 8.27.1. in the case of an appointment by an instrument in writing in hard copy form (excluding an appointment sent by a communication using electronic means) be deposited at the Office or at such other address within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Association in relation to 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;
 - 8.27.2. in the case of an appointment sent by a communication using electronic means, where an address has been specified for the purpose of receiving such communications in the notice convening the meeting or in any instrument of proxy sent out by the Association in relation to the meeting or in any invitation sent or supplied in such other manner prescribed by these Articles to appoint a proxy issued by the Association in relation the meeting, be received at such address not less than 48 hours before the time for the holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
 - 8.27.3. in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as described in Article 8.27.1 or Article 8.27.2 above after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - 8.27.4. where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair of the meeting or to any Council Member, and an appointment of proxy which is not deposited or delivered or otherwise sent in a manner so permitted shall be invalid. "address" means any registered postal address and in relation to communications sent by electronic means

(including documents and other information sent by electronic means) any “electronic address” (within the meaning of Section 333 of the 2006 Act) used for the purposes of receiving such communications and (unless the context otherwise admits) “sent” in a communication includes if contained in it or in an attachment to it.

- 8.28. A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Association at the Office or at such other address at which the instrument in writing making the appointment of the proxy was duly deposited or, where the appointment of the proxy was sent in a communication by electronic means, at the address at which such appointment was duly received, before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 8.29. An appointment of a proxy shall be deemed to give authority for that proxy to demand or join in demanding a poll and generally to act at the meeting for the Member making the appointment (including, unless the proxy appointment indicates otherwise, allowing the person appointed under it as proxy discretion as to how to vote or whether to abstain from voting on any resolution or any ancillary or procedural resolutions put to the meeting and to attend as proxy at any adjourned meeting as well as the meeting itself) but no proxy may as such speak at any meeting or adjourned meeting (save to demand or join in demanding a poll if the Member they represent is entitled to vote) unless otherwise permitted by the Chair thereof.

9. WRITTEN RESOLUTIONS

- 9.1. Subject as provided in Section 288(2) of the 2006 Act, any resolution of the Association which may be proposed and passed in general meeting either under the Companies Acts or these Articles may be proposed and passed in the form of a written resolution in accordance with the provisions of Chapter 2 of Part 13 of the 2006 Act. In particular, subject to the foregoing, an ordinary resolution proposed in the form of a written resolution may be passed by a simple majority of eligible Members entitled to vote on it who have signified agreement to it; a special resolution in the form of a written resolution may be passed by not less than 75% of the eligible Members entitled to vote on it who have signified agreement to it and any such written resolution may consist of several documents in the like form each signed by one or more eligible Members by which each has signified their agreement or to which one or more eligible Members has otherwise signified their agreement in writing.

10. ACCOUNTS

- 10.1. The Council may 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 the Members not being Council Members, and no Member (not

being a Council Member) or other person shall have any right of inspecting any accounts or books or documents of the Association except as stated in these Articles or conferred by statute or authorised by the Council or by the Association by ordinary resolution in general meeting.

11. THE SEAL

- 11.1. The Association is not obliged to have a Seal. If it does have a Seal, the Seal shall not be affixed to any instrument except by the authority of a resolution of the Council or committee of the Council. Subject to the foregoing, the Council may determine who shall sign any instrument to which the Seal is affixed and, unless otherwise so determined, it shall be affixed in the presence of at least two Council Members, and such Council Members shall sign every instrument to which the Seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Association such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.
- 11.2. Subject to the provisions of the 2006 Act, a document signed by two Council Members and expressed (in whatever form of words) to be executed by the Association shall have the same effect as if executed under the Seal. Furthermore, Article 11.1 and this Article 11.2 are not intended to exclude any other manner of execution of any document by the Association permitted in accordance with the 2006 Act including of a deed by a Council Member in the presence of a witness or under hand (whether or not in the presence of a witness) on the Association's behalf.
- 11.3. If the Association has a Seal, the Association may exercise the powers conferred by Section 49 of the 2006 Act with regard to having an official seal for use abroad, and such powers shall be vested in the Council.

12. SINGLE MEMBER COMPANY

- 12.1. If and so long as the Association has only a single Member and that sole Member has taken any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Association in general meeting subject as follows in this Article. Any decision taken by such sole Member (other than by written resolution) shall be recorded in writing and delivered by that Member for entry in the Association minutes.

13. NOTICES

- 13.1. Subject to the provisions of the Companies Acts, any document or information required or authorised to be sent or supplied by the Association to any Member or any other person pursuant to these Articles and/or the Companies Acts, may be sent or supplied in hard copy form, in electronic form or by means of a website or in any other way in which documents or information may be sent or supplied by the Association pursuant to the Companies Acts. The provisions of the 2006 Act which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts by making it available on a website shall, mutatis mutandis, apply to the sending or supplying of any document or information required or authorised to be sent by these Articles, by making it available on a website.

- 13.2. The Association may send or supply any document or information to a Member either personally, or by post in a prepaid envelope addressed to the Member at their registered address in the Register of Members or at their address for service, or by leaving it at that address or any other address for the time being notified to the Association by the Member for the purpose, or by sending or supplying it using electronic means to an electronic address for the time being notified to the Association by the Member for the purpose, or by any other means authorised in writing by the Member concerned. A Member whose registered address is not within the United Kingdom and who gives the Association an address within the United Kingdom to which documents or information may be sent or supplied to them or gives an electronic address to which documents or information may be sent or supplied using electronic means, shall be entitled to have documents or information sent or supplied to them at that address, but otherwise no such Member shall be entitled to receive any document or information from the Association.
- 13.3. It is agreed that:
- 13.3.1. if, on at least 2 consecutive occasions, the Association has attempted to send any document or information by electronic means to an address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification has been received by the Association, the Association thereafter shall, send documents or information in hard copy form or electronic form (but not by electronic means) to such Member at their registered address or address for service within the United Kingdom (whether by hand, by post or by leaving it or them at such address), in which case the provisions of Article 13.3.2 shall apply;
- 13.3.2. if on 3 consecutive occasions documents or information have been sent or supplied to any Member at their registered address or address for the service of such documents or information in the United Kingdom but have been returned undelivered, such Member shall not thereafter be entitled to receive any documents or information from the Association until they shall have communicated with the Association and supplied in writing a new registered address or address within the United Kingdom for the service of documents or information or an electronic address to which documents or information may be sent or supplied using electronic means.
- 13.4. Any Member present in person or by proxy at a general meeting shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called.
- 13.5. Any document or information, addressed to a Member (or other person to whom such notice, document or information is required or authorised to be sent or supplied pursuant to these Articles, the Companies Acts or otherwise) at their registered address or address for service in the United Kingdom (or electronic address, as the case may be) shall:

- 13.5.1. if hand delivered or left at a registered address or other address for service in the United Kingdom, be deemed to have been served or delivered on the day on which it was so delivered or left;
 - 13.5.2. if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 24 hours after the envelope was posted if sent by first class post and at the expiration of 48 hours after the envelope was posted if sent by second class post;
 - 13.5.3. if sent or supplied by electronic means (other than by means of website), be deemed to have been received (if sent or supplied between the hours of 9 a.m. and 5 p.m. on a Business Day) at the time it was sent or supplied, or (if sent or supplied at any other time) at 9 a.m. on the next following Business Day; and
 - 13.5.4. if sent or supplied by means of a website, be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 13.6. In calculating a period of hours for the purpose of Article 13.5, account shall be taken of any part of a day that is not a Business Day.
- 13.7. Subject to Article 13.4, in proving such service or delivery it shall be sufficient to prove that the envelope containing the document or information was properly addressed and put into the post in a prepaid envelope with the relevant postal class or, in the case of a document or information sent or supplied by electronic means, that it was sent or supplied in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators entitled "Electronic Communications with Shareholders 2007" (as such guidance is amended or updated from time to time).
- 13.8. The Association shall not be held responsible for any failure in transmission beyond its reasonable control and the provisions of Articles 13.5 to 13.7 (inclusive) shall apply regardless of any document or information being returned undelivered and regardless of any delivery failure notification or "out of office" or other similar response and any such "out of office" or other similar response shall not be considered to be a delivery failure.

14. INDEMNITY

- 14.1. Subject to the provisions of Section 232 of the 2006 Act (and exceptions within Sections 233 to 235 (inclusive) of the 2006 Act) (but without prejudice to any indemnity to which a Permitted Person may otherwise be lawfully entitled), every Permitted Person shall be entitled to be indemnified out of the assets of the Association against all costs, charges, expenses, losses or liabilities which they may sustain or incur as a Council Member or officer or auditor of the Association or any subsidiary of the Association (including any company that is a trustee of an occupational pension scheme (as defined in Section 235 (6) of the 2006 Act)) in or about the actual or purported execution and/or discharge of the duties of their office or otherwise relating thereto including any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in their

favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association or such subsidiary.

- 14.2. Subject to the provisions of Section 232 of the 2006 Act (and exceptions within Sections 233 to 235 (inclusive) of the 2006 Act) the Association may purchase and maintain for any Permitted Person insurance against any liability which by virtue of any rule of law would otherwise attach to any such person in or arising out of their respective duties to the Association or any subsidiary of the Association or in relation to the affairs of the Association or such subsidiary and in particular in respect of any negligence, default, breach of duty or breach of trust in relation to the affairs of the Association or such subsidiary.

15. WINDING UP AND DISSOLUTION

- 15.1. The Association is a private company limited by guarantee and liability of Members is limited. Every Member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while they are a Member, or within one year after they cease to be a Member, for payment of the debts and liabilities of the Association contracted before they cease to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £5.
- 15.2. If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association, such institution or institutions to be determined by the Members at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

16. RELATIONSHIP WITH MEMORANDUM OF ASSOCIATION AND DELEGATION OF REGULATORY FUNCTIONS TO THE REGULATORY BODY

- 16.1. The Association's objects and powers are set out or referred to in Article 2.
- 16.2. Nothing in these Articles shall override any legal requirement in the Companies Acts or in the Legal Services Act which cannot be excluded or varied in law. Subject to the foregoing and to the extent to which these Articles would conflict with the legal requirements in the Legal Services Act on separation and/or independence of any regulatory and representative aspects of the business of the Association, it is agreed:
- 16.2.1. that the Association shall have power to delegate in whole or in part the Regulatory Functions to the Regulatory Body, or (as the case may be) to confirm or otherwise approve such a delegation, with effect prior to, on or after the date of adoption of these

Articles and on such terms and conditions as the Council may think fit to approve provided that such terms and conditions shall respect the Principle of Regulatory Independence. Such delegation may include a transfer or licence of tangible or intangible property and/or a secondment of Council Members or officers or employees of the Association and any other facilities and arrangements between the Association and such third party on such terms and conditions as may be approved by the Council provided that any such secondment shall not be to the regulatory board of the Regulatory Body and any such secondment and such facilities and such arrangements shall respect the Principle of Regulatory Independence;

- 16.2.2. if and to the extent to which the Legal Services Act would require the approval of the Legal Services Board, or any successor body or authority performing the same or materially the same functions, to any such delegation or any aspect under Article 16.2.1 the Council may exercise such powers conditional on such approval or otherwise give conditional approval; and
- 16.2.3. if and to the extent to which the Companies Acts would require the approval of the Members, or (if different) of the Members entitled to vote in general meeting, to any such delegation or any aspect under Article 16.2.1 the Council may exercise such powers conditional on such approval or otherwise give conditional approval.
- 16.3. For the avoidance of doubt the objects and powers of the Association and restrictions set out or referred to in Article 2 shall be construed and in so far as not expressly stated to be the case take effect subject to any such delegation approved under Article 16.2.1.
- 16.4. Nothing in these Articles shall constitute an appointment of the Association or any Council Member or officer or auditor of the Association as a director, officer or auditor of the Regulatory Body or constitute the Association or any such Council Member or officer or auditor of the Association a director or shadow director or designated member or member (or any equivalent to a shadow director) of the Regulatory Body.
- 16.5. Nothing in these Articles shall constitute a relevant transfer within the meaning of TUPE or the transfer of any terms of engagement of any Council Member or officer or auditor. If any such delegation approved under Article 16.2.1 would constitute a relevant transfer within the meaning of TUPE, the Council shall ensure the Association complies with TUPE. 16.2
- 16.6. No Member has any right, title or interest in the business and property of the Association except to the extent expressly entitled by law in a winding up or any right, title or interest in the business and property of the Regulatory Body.
- 16.7. Nothing in Articles 16.2 to 16.6 (inclusive) is intended to invalidate a delegation of Regulatory Functions to a Regulatory Body made prior to the adoption of these Articles in accordance with the Legal Services Act or which is made, confirmed or otherwise approved on or after adoption of these Articles in accordance with the Legal Services Act but expressed as

taking effect prior to such adoption. Subject to the foregoing, Articles 16.2 to 16.6 (inclusive) shall apply to any such delegation or any subsequent delegation.

- 16.8. Subject to the foregoing, the Council may authorise such other acts or things as they consider necessary to give effect to the delegation of the Regulatory Functions or any aspect including if necessary the amendment of the by-laws as it thinks fit and rescission of any Code of Conduct previously made by the Association.