

Articles of Association - as amended to 22nd April 2017

Comité International Radio-Maritime (CIRM) (the '**Company**')

Company Limited by Guarantee

The Companies Act 2006

1 DEFINITIONS

- 1.1 "**Act**" means the Companies Act 2006;
- 1.2 "**AGM**" means annual general meeting;
- 1.3 "**Annual Membership Fee**" is the amount payable on an annual basis by each Member in accordance with Article 10;
- 1.4 "**Articles**" means the Company's Articles of Association;
- 1.5 "**Associated Company**" means a company associated with another company by means of one being a Subsidiary of the other or where both companies are Subsidiaries of the same body corporate;
- 1.6 "**Associate Member**" means a Member who does not fulfil the criteria for Full Membership as set out in Article 9.1 but does comply with the criteria specified in Article 9.2.1 and enjoys the rights set out in Articles 9.2.2 - 9.2.3 inclusive;
- 1.7 "**Associate Membership**" means the class of membership as set out in Article 9.2;
- 1.8 "**Board**" means the Board of Directors of the Company;
- 1.9 "**Board Meeting**" means a meeting of the Board;
- 1.10 "**Companies Acts**" means the Companies Acts as defined in section 2 of the Companies Act 2006 insofar as they apply to the Company;
- 1.11 "**Conflict**" means a situation in which a Director has or can have a direct or indirect interest that conflicts or possibly may conflict with the interest of the Company;
- 1.12 "**Director**" means a person appointed as a Director of the Company and includes any person occupying the position of a Director, by whatever name called;
- 1.13 "**Eligible Company**" means a company that satisfies the criteria for a Full Member or an Associate Member;
- 1.14 "**Eligible Director**" means a Director who would be entitled to vote on the matter at a Board Meeting (but excluding in relation to the authorisation of a Conflict pursuant to Article 18 any Director whose vote is not to be counted in respect of the particular matter);

- 1.15 “**Fiduciary Relationship**” means the relationship between the Directors and the Company by which the Directors owe a fiduciary duty to the Company to act honestly and in good faith in the best interests of the Company and to use the powers granted to him or her for the purposes for which they were conferred;
- 1.16 “**Financial Year**” means 1st January to 31st December;
- 1.17 “**Full Member**” means a Member which fulfils the criteria specified in Article 9.1.1 and enjoys the rights set out in Articles 9.1.2– 9.1.4 inclusive;
- 1.18 “**Full Membership**” means the class of membership granted in accordance with Article 9.1;
- 1.19 “**Group**” is defined by reference to the definitions of Holding Company and Subsidiary in section 1159 of the Act.
- 1.20 “**Interested Director**” means a Director who has or may have a Conflict;
- 1.21 “**Meeting**” means a meeting of the Members in the form of either a general meeting or an AGM;
- 1.22 “**Member**” means any member of the Company whether they hold Full Membership or Associate Membership;
- 1.23 “**Membership**” includes all Members;
- 1.24 “**Officers**” includes the Directors and the Secretary-General;
- 1.25 “**President**” means a Director elected as President in accordance with Article 15.4;
- 1.26 “**Relevant Loss**” means any loss or liability which has been or may be incurred by an Officer in connection with his or her duties or powers in relation to the Company or any Associated Company;
- 1.27 “**Secretariat**” means the Secretary-General and any staff employed by the Secretary-General;
- 1.28 “**Secretary-General**” means the person appointed to perform the duties of the Secretary of the Company;
- 1.29 “**Smaller Companies**” means companies with fewer than 50 employees;
- 1.30 “**Stand Down**” means a Director who is automatically withdrawn from the Board of Directors after the end of his or her term on the Board.
- 1.31 “**Subsidiary**” means a company that is owned or controlled by another company, as defined by section 1159 of the Act
- 1.32 “**Vacancy**” means an available position on the Board due to a Director retiring, resigning, Standing Down or otherwise.

1.33 **Vice-President**” means a Director elected as Vice-President in accordance with Article 15.5; and

1.34 **“Writing”** means correspondence sent by post, fax or email.

2 **INTERPRETATION**

2.1 Words importing one gender shall include all genders.

2.2 The singular includes the plural and vice versa.

2.3 Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Act but excluding any statutory modification in force when this constitution becomes binding on the Company.

2.4 Apart from the exception mentioned in the previous paragraph, a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

2.5 These Articles exclude the Companies Act 2006 Model Articles.

3 **NAME**

The Company’s name is Comité International Radio-Maritime (“CIRM”).

4 **REGISTERED OFFICE**

The Company’s registered office is situated in England and Wales.

5 **OBJECTS**

The Company’s objects are:

5.1 To promote on a non-profit basis the study of all matters relating to installations and devices associated with electronic aids to marine navigation, marine radio and satellite communications and other relevant electronic devices and their utilisation in the maritime industry including (but without derogating from the generality of the foregoing) traffic, technical, scientific and legal matters and the centralisation and standardisation of documents in relation to these matters.

5.2 To participate in international and regional conferences and meetings concerned directly or indirectly with problems associated with the above mentioned installations and devices.

5.3 To foster relations between all organisations interested in electronic aids and marine navigation and marine radio and satellite communications.

6 **APPLICATION OF INCOME**

6.1 The Company’s income, from wherever derived, shall be applied solely in promoting the Company’s objects and no distribution shall be made to its Members in cash or

otherwise provided that nothing in these Articles shall prevent any payment in good faith by the Company of:

- 6.1.1 Reasonable and proper remuneration to any Member, Officer or servant of the Company for any services rendered to the Company;
- 6.1.2 Any interest on money lent by any Member or Officer at a reasonable and proper rate;
- 6.1.3 Reasonable and proper rent for premises demised or let by any Member or Officer; or
- 6.1.4 Reasonable out-of-pocket expenses properly incurred by any Officer.

7 LIABILITY

The liability of the Members is limited.

8 WINDING UP

- 8.1 Every Member of the Company undertakes to contribute:
 - 8.1.1 To its assets, in the event of its being wound-up while ownership continues or within one year after ceasing to be a Member;
 - 8.1.2 For payment of the Company's debts and liabilities contracted during Membership and of the costs, changes and expenses of winding up;
 - 8.1.3 For the adjustment of the rights of the contributories among themselves;
 - 8.1.4 Such amount as may be required not exceeding £1.00 per unit of Membership allocated in accordance with Article 10.
- 8.2 The Company may be dissolved pursuant to a resolution passed to that effect at a general meeting at which at least three-quarters of the total number of Members eligible to vote in accordance with Article 14.4 are represented and by at least two-thirds of those voting.
- 8.3 If on the winding-up of the Company there remains any surplus after the satisfaction of all its debts and liabilities, the surplus shall not be distributed among the Members, but shall be given or transferred to some other body having objects similar to those of the Company or to another body the objects of which are charitable, such body to be determined by the Members at the time of winding-up or distribution.

9 MEMBERSHIP

9.1 Full Membership

- 9.1.1 Full Membership is open to any private organisation or company being a corporation which:

- (a) has a separate legal personality according to its national laws and statutes;
- (b) is not subject to government control;
- (c) trades in the commercial maritime industry by way of design, manufacturing, supply, installation, or operates or provides service for electronic devices used for navigation, communications, safety or security for ships at sea; and
- (d) is not a company to which Article 9.2 applies or who has restrictions imposed on its terms of Membership by the Board.

9.1.2 Full Members shall have the right to vote at Meetings.

9.1.3 Full Members shall have the right to receive information, advice and documentation from time to time issued by the Company and also have the right to receive the results of any technical tests, trials and working group meetings which may from time to time be attended and/or funded by the Company.

9.1.4 Full Members shall have the right to attend where possible as observers at any of the international organisations where the Company is accredited.

9.2 Associate Membership

9.2.1 Associate Membership shall only be open to any organisation or company being a corporation which does not comply with the criteria for Full Membership and:

- (a) has a separate legal personality according to its national laws and statutes;
- (b) may be subject to government control; and
- (c) supports the aims of the Company, has an interest in marine electronics and is prepared to play an active role in the Company's work but does not qualify for Full Membership.

9.2.2 Associate Members shall have the right to attend but shall not have the right to vote at any Meetings of the Company.

9.2.3 Associate Members shall have the right to receive information, advice and documentation from time to time issued by the Company and shall also have the right to receive the results of any technical tests, trials and working group Meetings which may from time to time be attended and/or funded by the Company.

9.3 Application for Membership

- 9.3.1 Applications for Membership (whether Full or Associate) shall be made in the first instance to the Secretary-General who shall present the application to the Board for approval if the application is in line with the form prescribed by the Board in accordance with Article 9.3.5.
- 9.3.2 If the Board approves of the application the applicant shall be put forward to the Membership for a vote and shall be admitted subject to ratification by the Full Membership by a simple majority via a show of hands at the next Meeting.
- 9.3.3 Prior to such ratification a new Full Member shall not exercise any right to vote.
- 9.3.4 The Board reserves the right to impose additional conditions, to be determined on a case by case basis, in relation to the Membership terms of applicants not meeting the Membership criteria set out in Articles 9.1 and 9.2 as applicable before Membership is approved.
- 9.3.5 An Eligible Company shall apply for Membership to the Secretariat. Confirmation shall be sent to applicants confirming their Membership of the Company subject to ratification at the next AGM or declining their application for Membership of the Company. The details of each successful applicant shall be entered into the Register of Members.
- 9.3.6 The Board or the Full Membership may decline to grant Membership for any reason and is not required to disclose its reasons for doing so.
- 9.3.7 Should a Member go into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company, the Membership shall automatically pass to the receiver, administrator or administrative receiver (as appropriate) who may, subject to the approval of the Board, transfer such Membership rights by signing an instrument of transfer in a form approved by the Board and by depositing such document at the Company's registered office.
- 9.3.8 Should a Member change their company name or be taken over, or merged with another company, then their Membership shall be deemed to automatically pass to the new company.
- 9.3.9 Any Member company undergoing a change that may affect their membership status must inform the Secretariat within a reasonable time frame, and in any event, within three calendar months.

9.4 Change of Class of Membership

- 9.4.1 All applications for change in class of Membership shall be made to the Secretary-General and the Member shall give notice to the Secretary-General at least six months before the end of the Financial Year.

- 9.4.2 Having confirmed that the requirements for the new class of Membership are satisfied in accordance with the requirements set out in Articles 9.1 or 9.2 as applicable, the Secretary-General will present the request to the Board which, if approved by the Board shall be put forward to the Membership for a vote and the change shall be approved subject to ratification by the Full Membership by a simple majority via a show of hands at the next Meeting.
- 9.4.3 If the change of Membership class is ratified by the Membership then the change shall come into effect immediately. If the change of Membership is declined by either the Board or the Membership then the Members original class of Membership shall remain in force.

9.5 Retirement from Membership

- 9.5.1 A Member shall cease to be a Member if not less than six months before the end of the Financial Year it shall give written notice addressed to the Secretary-General of its desire to retire. Any Member so retiring shall be liable to pay its Annual Membership Fee in full for the Financial Year in which the notice of retirement expires.

9.6 Termination of Membership

- 9.6.1 A Member shall cease to be a Member if the Board in its absolute discretion decides by a majority of no less than three-quarters to terminate the Membership.
- 9.6.2 Notice of any proposal to remove a Member shall be given to the Member proposed to be removed not less than one month prior to the date of the relevant Board Meeting and shall give the Member the opportunity to be heard in writing or in person.
- 9.6.3 There shall be no right to appeal against a decision to terminate the Membership of a Member.
- 9.6.4 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or Annual Membership Fee.

10 MEMBERSHIP FEES

10.1 General

- 10.1.1 Each Member shall pay an Annual Membership Fee.
- 10.1.2 The amount of the Annual Membership Fee payable by each Member shall be calculated by reference to the number of units allocated to that Member by the Secretariat from time to time.

10.2 Full Members

10.2.1 The number of units to be allocated to Full Members shall, unless the Secretariat and Board resolve otherwise, be as follows:

- (a) companies with fewer than 10 employees - 2 units;
- (b) companies with 10 or more but fewer than 50 employees - 4 units;
- (c) companies with 50 or more employees - 6 units;
- (d) companies with more than 50 employees whose delegates are Directors – 2 additional units;
- (e) Subsidiary companies or divisions of a parent company holding Full Membership shall be eligible to hold Full Membership for an additional 2 units per company regardless of the number of employees in that Subsidiary.

10.3 Associate Members

10.3.1 The number of units to be allocated to Associate Members shall, unless the Secretariat and Board resolve otherwise, be as follows:

- (a) companies with fewer than 10 employees - 1 unit;
- (b) companies with 10 or more but fewer than 50 employees - 3 units;
and
- (c) companies with 50 or more employees - 5 units.

10.4 Change in unit allocation

10.4.1 All applications for an increase or reduction in the agreed number of units allocated shall be made in writing to the Secretariat and the Member shall give notice of such application not less than six months before the end of the relevant Financial Year.

10.4.2 Having confirmed whether the criteria for the amended number of units requested satisfied the requirements of Articles 10.2 or 10.3 as applicable, the Secretary-General will present the request to the Board, whereby, if the Board approves the request, the change in fees will take effect from the commencement of the following Financial Year.

10.5 Unit Fees

10.5.1 The amount payable in respect of each unit in the following Financial Year shall be determined by the Company at an AGM on the proposal of the Board.

10.5.2 All fees shall be paid without delay and in any event within 30 days of the date of the invoice issued by the Company.

- 10.5.3 No Member is entitled to attend or vote at the AGM or any general meeting unless the Annual Membership Fee for the current Financial Year as issued by the Company to that Member has been paid.

11 **BYE-LAWS**

- 11.1 The Board shall have power to make, repeal and amend such bye-laws as they may from time to time consider necessary and which bye-laws, repeals and amendments shall have effect until set aside by the board. No bye-laws shall conflict with the law or with the Articles.

12 **OBSERVERS**

- 12.1 International, regional and national organisations may be granted reciprocal observer status and shall have the right to send delegates to Meetings, contribute to the technical work of the Company and receive information by agreement.
- 12.2 There shall be no Membership Fees for observers. However, they may be required to contribute to the running costs of Meetings the amount and payment terms of which shall be completely at the discretion of the Secretariat, but such contribution shall not be more than the fees charged to Members for Meetings.

13 **GENERAL MEETINGS**

- 13.1 The Company shall in each Financial Year hold an AGM on a date and at a place to be determined by the Board for the purpose of:
- 13.1.1 examining the forecast for the current Financial Year;
 - 13.1.2 examining and approving the budget or projected receipts and expenses for the subsequent Financial Year;
 - 13.1.3 considering the report of the Board;
 - 13.1.4 considering the Annual Report of the Secretary-General;
 - 13.1.5 approving any new Members or changes of class of Membership not previously approved at a general meeting;
 - 13.1.6 approving any changes to the Unit Fees;
 - 13.1.7 appointing the President, one or more Vice-Presidents and other Directors; in accordance with Article 15; and
 - 13.1.8 voting on any other matters of substance put to it by the Board.
- 13.2 Not more than fifteen months shall elapse between the date of one AGM and the next.
- 13.3 The Board may whenever they think fit convene a general meeting and shall also convene a further general meeting within three months if requested so to do by not less than a quarter of the Full Members. Such a request must also state precisely

the question to be raised and any relevant resolution to be proposed at such general meeting. At the discretion of the Secretary-General remote attendance by the Membership at certain meetings by means such as telephone, video link or web conferencing may be permitted in order to achieve a quorum

- 13.4 An AGM shall be called by not less than two months' notice in writing.
- 13.5 Any general meeting shall be called by not less than one month's notice in writing.
- 13.6 Any notice convening an AGM or general meeting must indicate the place, date and time of it, set out all proposed resolutions, state the type of Meeting and describe generally the nature of all intended business (except routine business at an AGM).
- 13.7 The Board shall be responsible for the agenda for all AGMs and general meetings and shall place on the agenda any question raised by a Full Member submitted to it in the case of the AGM not later than one month before the date of the AGM in any relevant year.

14 PROCEEDINGS AT GENERAL MEETINGS

- 14.1 Full Members shall be represented at any general meeting by one or more delegates appointed for that purpose.
- 14.2 Any Full Member who may be unable to send a delegation may be represented by the delegation of another Full Member duly appointed for that purpose in writing to the Secretariat.
- 14.3 No delegation may represent more than one quarter of the Full Members.
- 14.4 Each Full Member shall have one vote allocated to it. Each Full Member representing another Full Member pursuant to Article 14.2 will exercise one vote per Full Member they represent.
- 14.5 Except where these Articles otherwise require resolutions shall be passed by a simple majority of the Full Members represented at a Meeting by a show of hands.
- 14.6 Where the voting is equally divided a resolution (not being a resolution in connection with an election) shall be deemed to be rejected.
- 14.7 Where the voting is equally divided in the case of an election Article 15.3.4 shall apply.
- 14.8 In any case where a specified quorum or a specified majority is required and is not obtained a further general meeting shall be convened within one month of the date of the general meeting in question and the decisions of that further general meeting shall be binding even though there may not be a quorum as specified.
- 14.9 For the purposes of an AGM or any general meeting there shall be a quorum of not less than one-third of the Full Membership.

15 BOARD OF DIRECTORS

15.1 Composition

- 15.1.1 The Board shall consist of not less than six nor more than fifteen persons including the President and Vice-Presidents all of whom must be delegates of Full Members. There shall be two representatives from Smaller Companies on the Board at all times unless there are not two Smaller Companies prepared to stand for the Board, in which case article 15.1.2 shall be followed.
- 15.1.2 If there are not two Smaller Companies prepared to stand for the Board, then these Board positions may be made available to other Members on an interim basis, but shall be offered back to Smaller Companies as soon as any Vacancy occurs.
- 15.1.3 As Vacancies arise, if there are not already two Smaller Companies on the Board, priority must be given to Smaller Companies who shall fill these Vacancies in line with the voting procedures of Article 15.3, and shall join at their allocated Membership fee level and pay an additional two units.
- 15.1.4 For the avoidance of doubt, the maximum number of Board positions set aside for delegates from Smaller Companies shall be two. However this does not prevent delegates from any Member applying for Board positions that are not set aside for Smaller Companies.
- 15.1.5 Only one member of each Group is permitted to sit on, or be nominated to the Board at any one time.

15.2 Eligibility

- 15.2.1 To be eligible to nominate a delegate as a Director a Member must have paid the current year's Annual Membership Fee of at least six units with the exception of Smaller Companies holding the positions referred to in Article 15.1.
- 15.2.2 A Director must be the chief executive officer of a Full Member or a delegate appointed by the chief executive officer of a Full Member.
- 15.2.3 A delegate nominated in accordance with Article 15.2.2 must be a permanent employee of the Full Member subject to Article 15.2.4 below.
- 15.2.4 A Full Member wishing to nominate a delegate who does not satisfy the conditions in Article 15.2.3 must seek prior approval in writing from the Board.

15.3 Appointment of Directors

- 15.3.1 Subject to Articles 15.1 and 15.2 in each year any Full Member shall have the right to nominate a Director for any Vacancy on the Board. .
- 15.3.2 Any nominations made under 15.3.1 shall be made in writing to the Secretariat at least one month before the AGM in order to allow the names to be advertised to the Full Members and for voting papers (if necessary) to be prepared.
- 15.3.3 Subject to Articles 15.3.1, 15.3.2, 15.3.4 and 16.3, those nominated under Article 15.3.2 shall be elected to the Board at the AGM.
- 15.3.4 Voting on any resolution in relation to the election of Directors in accordance with Article 15.3.3 shall be held by secret ballot, and shall be conducted as follows:
- (a) If there is one or more Vacancies on the Board for Smaller Companies then the election for these Board positions shall be conducted before the election for other Board positions. If after conducting the election for Smaller Companies, or if there are no Vacancies for Smaller Companies and there are still open Board positions then an election shall be held for the remaining Board positions.
 - (b) If there is only one position on the Board, and if a candidate achieves a simple majority of the vote, then that candidate is elected.
 - (c) In the event that no candidate standing for a single position on the Board achieves a simple majority of a vote, then the candidate with the highest percentage of the vote will be elected to the Board.
 - (d) In the case of multiple vacancies, the candidates with the highest percentages of the vote, when compared to the other candidates, will fill the available vacancies.
 - (e) No candidate shall be elected to the Board unless they achieve at least 10 votes. If the minimum number of votes is not achieved then that Board position shall remain unfilled, unless this would result in the Board consisting of less than six persons, as per Article 15.1.1 in which case a further election shall be held, which shall be at the same meeting.
 - (f) If there is an exact draw for the only or final Board position, then a further vote shall be held at the same meeting for this position on the Board. If after the second vote there is another exact draw, then neither candidate shall fill the Vacancy, and the place on the Board will remain unfilled until the following AGM.

- 15.3.5 Any secret ballot shall be held through ballot papers provided by the Secretariat. Members shall place their ballot papers into a sealed box to be emptied later for counting.
- 15.3.6 There shall be three Officers allocated to count the votes who shall be drawn from the Membership, Secretariat and Board respectively.

15.4 President

- 15.4.1 A President shall be elected from the Board in accordance with Articles 15.4.2 and 15.4.3.
- 15.4.2 A President shall be proposed by one of the Directors and seconded by another Director at a Board Meeting.
- 15.4.3 The Director nominated for presidency in accordance with Article 15.4.2 shall be elected by a show of hands by the Membership at an AGM for a period of three years from the date of the AGM. If that Director does not receive a simple majority from the Membership then they shall not be appointed and the Board shall propose an alternative Director for the presidency at the same meeting. This Article 15.4.3 will be followed until a new President is elected.
- 15.4.4 Any President re-elected in accordance with Articles 15.4.2 and 15.4.3 after an initial term shall be entitled to serve one successive term as President so that the maximum length of term of a President following any two successive elections shall be six years.
- 15.4.5 A President who has served two successive terms may stand again for President only after not less than three years has elapsed from the termination of his or her Presidency.
- 15.4.6 In the event that the President would otherwise be obliged to retire as a Director during the course of his or her presidency under Article 15.6 below then the President is not obliged to retire until his or her presidency would otherwise have terminated by effluxion of time.

15.5 Vice-Presidents

- 15.5.1 A maximum of two Vice-Presidents shall be elected from the Board in accordance with Articles 15.5.2 and 15.5.3.
- 15.5.2 A Vice-President shall be proposed by one of the Directors and seconded by another Director at a Board Meeting.
- 15.5.3 A Director nominated in accordance with Article 15.5.2 shall be elected by a show of hands by the Membership at an AGM for a period of three years from the date of the AGM. If that Director does not receive a simple majority from the Membership then they shall not be appointed and the Board shall propose an alternative Director for Vice-President at the same

meeting. This Article 15.5.3 will be followed until a new Vice-President is elected.

15.5.4 Any Vice-President re-elected in accordance with Articles 15.5.2 and 15.5.3 after an initial term shall be entitled to serve one successive term as Vice-President so that the maximum length of term of a Vice-President following any two successive elections shall be six years.

15.5.5 A Vice-President who has served two successive terms may stand again for Vice-President only after not less than three years has elapsed from the termination of his or her Vice-Presidency.

15.6 **Term of Office**

15.6.1 A Director shall serve for three years from the date of the AGM at which he or she is elected.

15.6.2 In any one year one-third of the delegates who are appointed Director shall Stand Down and are eligible to offer themselves for re-election alongside any new candidates in compliance with Article 15.3.3.

15.7 **Vacancies**

15.7.1 In the event of there being a Vacancy of Director, due to one of the Full Members having an outgoing Director, the chief executive officer of the Full Member or a delegate appointed by the chief executive officer of the Full Member shall be entitled to replace said outgoing Director for the remainder of the three year term of office which the outgoing Director would otherwise have served subject to:

- (a) the approval of the remainder of the Board; and
- (b) compliance with Article 15.2.2.

15.7.2 Should there be no delegate available from the Full Member to replace the Director as per Article 15.7.1, or the Full Member wishes to retire or resign from the Board completely, meaning it will not provide a replacement Director, then an election shall take place to fill the Vacancy for the remainder of the three year term, as per Article 15.7.3 below.

15.7.3 The outgoing Director will remain on the Board and fully paid up with additional units until the end of the Financial Year in which they retire or resign. An election will then take place at the next AGM for a replacement Director for the remainder of the three year term. Notice shall be given in line with Article 15.3.2 and voting shall be conducted in line with Article 15.3.4.

15.8 Administration of the Company

- 15.8.1 Subject to the overriding powers of the Company in a general meeting the Board shall administer all the operations of the Company.
- 15.8.2 The Board shall have authority to manage the financial affairs of the Company and shall have power to delegate this authority to the Secretary-General who shall report back to the Board.
- 15.8.3 Notwithstanding Article 15.2 if any Director is unable to attend a Board Meeting he or she may be represented by another Director or by a delegate of the Full Member which he or she represents, such other delegate having all the powers of a Director at that Board Meeting. No Director shall represent more than one other Director.
- 15.8.4 Decisions of the Board shall be taken by a simple majority of the Directors present or represented at the Meeting and in the case of an equal division of votes the President shall have an additional casting vote.
- 15.8.5 Subject to these Articles the Board shall follow its own rules and procedures.
- 15.8.6 Any Director may call a Board Meeting by giving not less than one month's notice in writing of the Board Meeting, or such lesser notice as all the Directors may agree, to the Board or by authorising the Secretary-General to give such notice.
- 15.8.7 The Board shall have the authority and power to delegate any of its powers, duties or otherwise to a committee of Directors.

16 QUORUM FOR BOARD MEETINGS

- 16.1 Subject to Article 16.2, the quorum required for any Board Meeting is one-third.
- 16.2 For the purposes of any Board Meeting (or part of a Board Meeting) held pursuant to Article 15.8.6 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Directors the quorum for such a Board Meeting (or part of a Board Meeting) shall be one Eligible Director.
- 16.3 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
 - 16.3.1 to propose and second further Directors in accordance with Articles 15.2.2 and 15.2.3; and
 - 16.3.2 to call a general meeting so as to enable the Members to appoint further Directors nominated in accordance with Article 16.3.1.

17 **CASTING VOTE**

- 17.1 If the numbers of votes for and against a proposal at a Board Meeting are equal, the President or other Director chairing the meeting shall have a casting vote.

18 **CONFLICTS OF INTEREST**

- 18.1 The Directors may, in accordance with the requirements set out in this Article 18.1 authorise any Conflict proposed to them by any Director which would, if not authorised, involve an Interested Director breaching his or her duty under section 175 of the Act to avoid conflicts of interest.
- 18.2 Any authorisation under this Article 18 shall be effective only if:
- 18.2.1 the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provision of these Articles or in such other manner as the Directors may determine;
 - 18.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 18.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 18.3 Any authorisation of a Conflict under this Article 18 may (whether at the time of giving the authorisation or subsequently):
- 18.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 18.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
 - 18.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
 - 18.3.4 provide that, where the Interested Director obtains, or has obtained (through his or her involvement in the Conflict and otherwise than through his or her position as a Director) information that is confidential to a third party, he or she shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 18.3.5 permit the Interested Director to absent himself or herself from the discussion of matters relating to the Conflict at any meeting of the

Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.

- 18.4 Where the Directors authorise a Conflict, the Interested Director shall be obliged to conduct himself or herself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 18.5 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 18.6 A Director is not required, by reason of being a Director (or because of the Fiduciary Relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 18.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he or she has declared the nature and extent of his or her interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
 - 18.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 18.7.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he or she is interested;
 - 18.7.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any decision, in respect of such existing or proposed transaction or arrangement in which he or she is interested;
 - 18.7.4 may act by himself or herself or his or her firm in a professional capacity for the Company (otherwise than as auditor) and he or she or his or her firm shall be entitled to remuneration for professional services as if he or she were not a Director;
 - 18.7.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - 18.7.6 shall not, save as he or she may otherwise agree, be accountable to the Company for any benefit which he or she (or a person connected with him

or her (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his or her duty under section 176 of the Act.

19 THE SECRETARY-GENERAL

- 19.1 The Secretary-General shall be appointed by the Board for such term at such remuneration and upon such conditions the Board may think fit.
- 19.2 Any Secretary-General appointed in accordance with Article 19.1 may be removed at the discretion of the Board.
- 19.3 The appointment of the Secretary-General shall be submitted for ratification by the Full Membership via a show of hands at the next general meeting.
- 19.4 Subject to ratification by the Board, the Secretary-General shall have the power to appoint and remove staff as part of the Secretariat and determine the remuneration of said staff.

20 ACCOUNTS

- 20.1 Accountants shall be proposed by the Board and ratified by the Company by a show of hands of the Full Members at the AGM, further to Article 13.1.2.
- 20.2 Members and any other person entitled to receive notice of general meetings shall receive a copy of the accounts no later than the end of the accounting period for filing the reports and accounts (this being 9 months after the end of the accounting reference period) or if earlier, no later than the date on which the annual report and accounts are actually delivered to Companies House.
- 20.3 The proposed fees and budget for the following Financial Year shall be proposed by a Full Member and seconded by another Full Member at the AGM.

21 OFFICIAL LANGUAGE

All communications, discussions and Company publications shall be in English.

22 MODIFICATIONS TO ARTICLES

Any modification of these Articles must be approved by a resolution to be passed at a general meeting at which at least three-quarters of the total number of Members eligible to vote in accordance with Article 14.4 are represented and by at least two-thirds of those voting.

23 INDEMNITY AND INSURANCE

- 23.1 Subject to Article 23.2 but without prejudice to any indemnity to which an Officer is otherwise entitled:

- 23.1.1 each Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him or her as an Officer in the actual or purported execution and/or discharge of his or her duties, or in relation to them; including any liability incurred by him or her in defending any civil or criminal proceedings, in which judgement is given in his or her favour or in which he or she is acquitted or the proceedings are otherwise disposed of without finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her in their capacity as an Officer relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any Associated Company's) affairs; and
- 23.1.2 the Company may provide any Officer with funds to meet expenditure incurred by him or her in connection with any proceedings or application referred to in Article 23.1.1 and otherwise may take any action to enable any such Officer to avoid incurring such expenditure.
- 23.2 This Article 23 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.
- 23.3 The Directors may decide to purchase and maintain insurance at the expense of the Company for the benefit of any Officer in respect of any Relevant Loss.