

Articles of Association

Company No. 3770926
The Companies Act 2006
Company Limited by Guarantee

Articles of Association

(Adopted by special resolution on [26] January 2019)

of

The Association of Independent Professionals and the Self Employed Limited

Incorporated on the 14 May 1999

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1 Defined terms and Interpretation

1.1 In these Articles:

Act	means the Companies Act 2006.
Affiliate	means a person or corporation selected by the Directors to be an affiliate in accordance with Article 3.1 and subject to these Articles and the Affiliate Terms and Conditions.
Affiliate Terms And Conditions	means the terms and conditions governing Affiliates of the Company as agreed by the Directors from time to time.
Appointed Director	has the meaning given to it in Article 12.2.
Articles	means the Articles of the Company as set out herein and as amended from time to time.
Board of Directors	means the group of persons who have for the time-being been duly appointed under the Articles to act as the Directors of the Company (including, without limitation, Elected Directors, Appointed Directors and the Chief Executive Officer).
Clear Days	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and excluding the day for which it is given or on which it is to take effect.
Chairman	means any chairman of the Board of Directors appointed in accordance with Article 17.5.
Chief Executive Officer	means the person appointed to the office of chief executive officer of the Company from time to time in accordance with Article 12.4.
Contributor	means any previous member of the Company who has made financial contributions to the Company in the 5 years before the date on which the Company is wound up or dissolved.
Director	means any person appointed as a director of the Company in accordance with these Articles (including, without limitation, Elected Directors, Appointed Directors and a director appointed as Chief Executive Officer pursuant to Article 12.4) and the term directors shall be interpreted in accordance with sections 250 and 251 of the Act.
Document	includes messages or other material in writing regardless of the medium on which it is recorded.
Elected Director	has the meaning given to it in Article 12.3.
Eligible Director	means a Director who would be entitled to vote on the



	matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter).
Full Life Member	means a person appointed by the Directors as a full life member in accordance with Article 3.8 and having the rights set out in these Articles and subject to the Full Life Member Terms and Conditions.
Full Life Member Terms And Conditions	means the terms and conditions governing Full Life Members of the Company as agreed by the Directors from time to time.
Honorary Life Member	means a person appointed by the Directors as an honorary life member in accordance with Article 3.5 and having the rights set out in these Articles and subject to the Honorary Life Member Terms and Conditions.
Honorary Life Member Terms And Conditions	means the terms and conditions governing Honorary Life Members of the Company as agreed by the Directors from time to time.
Hybrid Meeting	means a general meeting held and conducted by both physical attendance by members and/or proxies at a particular place and by members and/or proxies also being able to attend and participate by electronic means without needing to be in physical attendance at that place.
Member	means any member or Full Life Member having the rights set out in these Articles (and, for the avoidance of doubt, excluding Honorary Life Members and Affiliates) and subject to the relevant Terms and Conditions of the Company as agreed by the Directors from time to time and " Membership " refers to the status of being a Member.
Member's Resolution	means a resolution proposed by a Member pursuant to Article 6.1.
Nominations Committee	means the nominations committee of the Board of Directors, appointed by the Board of Directors.
Office	means the registered office of the Company.
Physical Meeting	means a general meeting held and conducted by physical attendance by members and/or proxies at a particular place.
Secretary	means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company.
Signature	means a means by which a person associates themselves with a Document to give a person considering the Document confirmation that the Document has been approved by the person who it purports to be signed by. The term signature shall include original manual impressions on a Document,



electronic codes of authenticity and/or integrity, and recipient printout and/or facsimile copies of the same.

Term of Office

means the term of office of an Elected Director or Appointed Director which shall be three years, save that an Elected Director or Appointed Director who resigns or is removed from office before that term has naturally expired shall be deemed to have served a full term of three years if that Elected Director or Appointed Director has served in office for more than 18 months.

Terms And Conditions

means the Terms and Conditions governing the different types of Members of the Company, the Honorary Life Members and the Affiliates as agreed by the Directors from time to time (including for the avoidance of doubt the Full Life Member Terms and Conditions, the Honorary Life Member Terms and Conditions and the Affiliate Member Terms and Conditions).

United Kingdom

means Great Britain and Northern Ireland.

in Writing

and similar expressions shall mean unencrypted words, phrases dates and numbers (but excluding binary or other code) such phrase being construed in its ordinary and natural sense but regardless of the method by which it is recorded or displayed, or the medium on it is recorded or displayed.

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act.

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

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

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

2 Members

- 2.1 The subscribers to the memorandum of association of the Company and such other persons as are admitted to Membership in accordance with the Articles shall be Members of the Company.
- 2.2 No person shall be admitted as a Member of the Company unless he is approved by the Directors. A Member of the Company shall be a natural person. Every person who wishes to become a Member of the Company shall deliver to the Company an application for Membership in such form and by such means as the Directors require of him.
- 2.3 A Member may at any time withdraw from the Company by giving at least 7 clear days' notice to the Company.
- 2.4 Members are subject to the Terms and Conditions applicable to the specific type of Member and should there be any conflict between these Articles and the relevant Terms and Conditions then these Articles shall prevail.
- 2.5 Membership shall not be transferable and shall cease on death.



- 2.6 The disciplinary process shall be as determined by the Directors from time to time and published to the Members. Any breach of the Terms and Conditions will result in the termination of Membership unless the Directors agree otherwise. Any Director may in their absolute discretion and in accordance with Article 2.2 terminate the Membership of any Member by written notice that shall include the grounds for termination. Such Member shall be entitled to submit a written appeal to the Directors within 90 days of receipt of the notice of termination. Directors are entitled to determine the outcome of any such appeal in their absolute discretion. The decision of the Directors is final and binding and there will be no further right of appeal.
- 2.7 Withdrawal from or termination of Membership shall not entitle the person seeking to withdraw or ceasing to be a Member to a refund of Membership fees.

3 Affiliates, Honorary Life Members and Full Life Members

Affiliates

- 3.1 The Directors may resolve to select such persons or corporations as they think fit to be appointed as Affiliates of the Company.
- 3.2 Affiliates are not Members of the Company and are subject to the Affiliate Terms and Conditions. Any breach of the Affiliate Terms and Conditions will result in immediate termination of the Affiliate's appointment as an Affiliate of the Company unless the Directors agree otherwise.
- 3.3 Affiliates are not entitled to receive notice of, attend, speak or vote at general meetings of the Company.
- 3.4 Affiliates shall be entitled to use the facilities of the Company at the Directors' discretion.

Honorary Life Members

- 3.5 The Directors may resolve to select such persons as they think fit to be appointed as Honorary Life Members of the Company.
- 3.6 Honorary Life Members are not entitled to receive notice of, attend, speak or vote at general meetings of the Company.
- 3.7 Honorary Life Members shall be entitled to use the facilities of the Company at the Directors' discretion.

Full Life Members

- 3.8 The Directors may resolve to select such persons as they think fit to be appointed as Full Life Members of the Company provided that any Full Life Member must have previously been a Member of the Company.
- 3.9 Full Life Members of the Company shall be entitled to receive notice of, attend, speak and vote at general meetings of the Company.
- 3.10 Full Life Members shall be entitled to use the facilities of the Company
- 3.11 The Secretary shall keep a register of Members, Honorary Life Members, Full Life Members and Affiliates of the Company.

4 Annual General Meetings

- 4.1 The Company shall in each calendar year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it. Not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting in each year shall be held at such time and place as the Directors shall appoint.



5 Persons entitled to call General Meetings

- 5.1 The Directors may call general meetings of the Company.
- 5.2 The Chairman may call general meetings of the Company.
- 5.3 The Members of the Company may require that the Directors convene a general meeting of the Company as provided by section 303 of the Act.

6 Member's Resolutions

- 6.1 Without prejudice to the rights of Members laid down in section 303 of the Act, the Board of Directors shall make arrangements for the provision of an electronic notice board on the official website of the Company upon which Members of the Company may put forward resolutions for consideration by the Members and (if sufficient support is obtained) proposed for adoption by the Company as part of its policy constitution or strategy as the context requires.
- 6.2 If within 28 days of being posted on the notice board referred to in Article 6.1, a Member's Resolution has received the support of not less than 100 Members of the Company who are entitled to vote, or 2% of the Members of the Company entitled to vote, whichever is the greater, (by being seconded on such notice board by sufficient Members as aforesaid) the Board of Directors shall either:
 - 6.2.1 call a general meeting of the Company if it is a matter which would by virtue of the Articles or by the Act require a resolution of the Company in general meeting to be passed (by way of non-exhaustive example a resolution to remove a Director of the Company from office would require a General Meeting), such meeting to be held within 10 weeks of the expiry of the 28 day period; or
 - 6.2.2 if the Member's Resolution is not within the ambit of sub-Article 6.2.1 arrange for such Member's Resolution to be put to an electronic vote of the Members to be decided by simple majority of those entitled to vote at general meetings of the Company and who vote within the time periods set by the Directors pursuant to Article 6.4.
- 6.3 If during the 28 day period the notice board referred to in Article 6.1 is unavailable for any reason then time shall not run during such period of unavailability.
- 6.4 The Board of Directors shall from time to time set procedures and rules relating to the conduct and timing of electronic voting for the purposes of Article 6.2.2 which shall unless and until otherwise resolved by the Members eligible to vote in General Meeting, be binding on the Members.

7 Form of general meetings

- 7.1 The Board may decide in relation to any general meeting (including a postponed or adjourned meeting) whether the general meeting is to be held as a Physical Meeting or as a Hybrid Meeting and shall, for the avoidance of doubt, be under no obligation to convene a meeting as a Hybrid Meeting whatever the circumstances.
- 7.2 Subject to the requirements of the Act, the Board may make such arrangements as they may decide in connection with the facilities for participation by electronic means in a Hybrid Meeting. In the case of a hybrid meeting, the provisions of these Articles shall be treated as modified to permit any such arrangements and, in particular:
 - 7.2.1 references in these Articles to attending and being present at the meeting, including in relation to the quorum for the meeting and the right to vote at the meeting, shall be treated as including participating in the meeting by electronic means;
 - 7.2.2 the meeting shall be duly constituted and its proceedings valid if the chairman of the meeting is satisfied that adequate facilities have been made available so that all



persons (being entitled to do so) attending the Hybrid Meeting by electronic means, may:

- (a) participate in the business for which the meeting has been convened;
- (b) hear all persons who speak at the meeting whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise; and
- (c) be heard by all other persons present at the meeting,

but under no circumstances shall the inability of one or more members or proxies to access, or continue to access, the facilities for participation in the meeting despite adequate facilities being made available by the Company, affect the validity of the meeting or any business conducted at the meeting, provided that the meeting is quorate;

- 7.2.3 the Board of Directors may authorise any voting application, system or facility in respect of the electronic platform for Hybrid Meetings as they may see fit; and
 - 7.2.4 if it appears to the chairman of the meeting that the electronic facilities for a Hybrid Meeting have become inadequate for the purpose of holding the meeting then the chairman of the meeting may, with or without the consent of the meeting, interrupt or adjourn the meeting (before or after it has started). All business conducted at the Hybrid Meeting up to the point of the adjournment shall be valid.
- 7.3 In relation to electronic participation at a general meeting, the right of a member to participate electronically shall include without limitation the right to speak, vote on a poll, be represented by a proxy and have access (including electronic access) to all documents which are required by the Act or these Articles to be made available at the meeting.
- 7.4 If, after the sending of notice of a Hybrid Meeting but before the meeting is held (or after the adjournment of a Hybrid Meeting but before the adjourned meeting is held), the Board of Directors considers that it is impracticable or unreasonable to hold the meeting at the time specified in the notice of meeting using the electronic facilities stated in the notice of meeting or made available prior to the meeting, they may change the meeting to a Physical Meeting, change the electronic facilities (and make details of the new facilities available in the manner stated in the notice of meeting), and/or postpone the time at which the meeting is to be held.
- 7.5 An adjourned general meeting or postponed general meeting may be held as a Physical Meeting or a Hybrid Meeting irrespective of the form of the general meeting which was adjourned or postponed.
- 7.6 The Board of Directors or the chairman of the meeting may make any arrangement and impose any requirement or restriction they or he consider appropriate to ensure the security of a Hybrid Meeting including, without limitation, requirements for evidence of identity that is:
- 7.6.1 necessary to ensure the identification of those taking part and the security of the electronic communication, and
 - 7.6.2 proportionate to those objectives.

8 Notice of general meetings

- 8.1 All meetings (including the annual general meeting held in accordance with Article 4) shall be called by notice of at least 14 Clear Days. The notice shall specify (i) the time and place of the meeting and, where the meeting is a Hybrid Meeting, details of the facilities for attendance and participation by electronic means at the meeting, (ii) the general nature of the business to be transacted, and (iii) in the case of an annual general meeting, it shall specify the meeting as such. The notice shall be given to all the Members, Directors and auditors of the Company.



9 Notices general

- 9.1 The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address. The Company may give notice electronically to the last known e-mail address for the Member kept by the Company. A Member whose registered postal address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any postal notice from the Company.
- 9.2 A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 9.3 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that an e-mail message containing or attaching a notice was transmitted by the Company or on its behalf shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted and in the case of e-mail notice 1 hour after it was sent.
- 9.4 Any notice to be given to or by any person pursuant to the Articles shall be in Writing except that a notice calling a meeting of the Directors need not be in Writing.

10 Proceedings at general meetings

- 10.1 No business shall be transacted at any general meeting of the Company unless a quorum is present. Five persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member, shall be a quorum.
- 10.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present (save for any period allotted for the taking of any poll), the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other time as the Directors may determine.
- 10.3 The Chairman or in his absence (or if no Chairman has been appointed) some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the Chairman nor such other Director (if any) is present within 15 minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman of that meeting and, if there is only one Director present and willing to act, he shall be chairman.
- 10.4 If no Director is willing to act as chairman, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman of that meeting.
- 10.5 A Director shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting and participate in any online electronic debate or forum maintained by the Company which is associated with such meeting.
- 10.6 The Chairman may adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 10.7 A resolution put to the vote of a general meeting shall be decided on a poll taken of those attending personally or by proxy.



10.8 A poll shall be taken at such time and place as the Chairman directs, and in any event within 7 days of the date of the general meeting, and in accordance with any standing rules for the conduct of polls laid down by the Board of Directors from time to time and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

11 Votes of Members

11.1 On a poll every Member who is entitled to vote and is present in person or by proxy shall have one vote.

11.2 A Member in respect of whom a registered medical practitioner who is treating that person gives a written opinion to the Company stating that person has become physically or mentally incapable of voting, or he is or has been suffering from mental or physical ill health and the Board of Directors resolves that he might be so incapable, may vote by his receiver, curator bonis or other person authorised in that behalf appointed by a court, and any such receiver, curator bonis or other person may vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

11.3 An instrument appointing a proxy shall be in Writing and shall bear the Signature of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

I/We of

being a Member/Members of [Company name]

Membership Number.....

Hereby appoint the Chairman of the Company

or failing him of

as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/ general meeting of the Company to be held on [date] and at any adjournment thereof.

This form of proxy is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 for against

Resolution No 2 for against

Resolution No etc for against

Indicate whichever is desired.

Unless instructed to vote in a particular way, the proxy holder may vote as he thinks fit or abstain from voting.

Signed this day of in the year

Note: If you intend to send this proxy in hard copy form please return it to the following address to arrive on or before [date]

[address]



If returning this proxy in electronic form please send it to the following address to arrive on or before [date]

[address]

- 11.4 The Document appointing a proxy and any authority under which it is Signed or a copy of such authority certified notarially or in some other way approved by the Directors as specified in the notice convening the meeting shall be delivered to the place and in the manner provided in the notice convening the meeting and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

12 Election and Appointment of Directors

- 12.1 The maximum number of Directors shall be 10 persons, provided that the Elected Directors shall always be in the majority.
- 12.2 Subject to Article 12.1, the Directors shall have the power to appoint such persons who are not Members as they see fit to be directors of the Company (each an **Appointed Director**) provided that following any such appointment the total number of Appointed Directors shall be not more than four.
- 12.3 Subject to Article 12.1, the Members shall have the power to appoint such persons who are Members as they see fit to be Directors of the Company (each an **Elected Director**), provided that following any such appointment the total number of Elected Directors shall be not more than six. The process for appointing the Elected Directors shall be determined and coordinated by the Nominations Committee. No Elected Director may be appointed unless they are approved by the Nominations Committee.
- 12.4 Subject to the provisions of the Act and Articles 12.1 and 17.6, and in addition to the Directors appointed pursuant to Articles 12.2 and 12.3, the Directors may appoint a Chief Executive Officer who shall, by virtue of his office be appointed as a Director. The Directors may also appoint one or more of their number to any other executive office of the Company. In each case the Company may enter into an agreement or arrangement with any such Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim to damages for breach of the contract of service between the Director and the Company.
- 12.5 If they have not already retired or resigned from their office, each Elected Director and Appointed Director shall be deemed to have retired by rotation on the third anniversary of their appointment and shall be deemed to have immediately vacated their office at that time.
- 12.6 An Elected Director or Appointed Director retiring from office pursuant to Article 12.5 shall be eligible for re-election or re-appointment (as applicable), provided that he may only serve for an additional three years. An Elected Director or Appointed Director retiring from office having served a continuous period of two Terms of Office as a Director may not present himself for re-election or re-appointment for a period of three years from such retirement.
- 12.7 Any Director who is appointed Chairman in accordance with Article 17.5 and who has previously served as a Director of the Company shall be entitled to serve up to two additional Terms of Office in the role as Chairman. Subject to this Article 12.7, the provisions of Articles 12.5 and 12.6 shall apply to the Chairman.

13 Powers of Directors

- 13.1 Subject to the provisions of the Act, the memorandum of association of the Company, the Articles and any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the



memorandum of association of the Company or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

Change of name

13.2 The Company may change its name by resolution of the Board of Directors.

14 Delegation of Director's powers

14.1 The Board of Directors may establish any local, group or divisional boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local, group or divisional boards, or any managers or agencies, and may fix their remuneration, and may subject to the provisions of the Articles delegate to any local, group or divisional board, managers or agencies any of the powers, authorities and discretions vested in the Board of Directors, with power to sub-delegate, and may authorise the members of any such boards or agencies or any of them to fill any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board of Directors may think fit, and the Board of Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

14.2 The Board of Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board of Directors, to be the agent or agents or attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board of Directors under the Articles) and for such period and subject to such conditions as they may think fit, and any such appointment or power of attorney may contain such provisions for the protection and convenience of persons dealing with any such agent or attorney as the Board of Directors may think fit, and may also authorise any such agent or attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

14.3 The Board of Directors may delegate any of their powers or discretions to committees consisting of one or more members of their body and (if thought fit) one or more other persons co-opted as hereinafter provided. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Board of Directors. Any such regulations may provide for or authorise the co-option to the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee.

14.4 The meetings and proceedings of any such committee consisting of two or more members shall be governed mutatis mutandis by the provisions of the Articles regulating the meetings and proceedings of the Board of Directors, so far as the same are not superseded by any regulations made by the Board of Directors under Article 14.3.

15 Disqualification and removal of Directors

15.1 Subject to the Act and as set out below and elsewhere in these Articles, the office of a Director shall be vacated if:

15.1.1 in the case of an Elected Director, he ceases to be a Member for any reason;

15.1.2 he ceases to be a Director by virtue of any provision of the Act or ceases to be a Director by virtue of any provisions of these Articles or he becomes prohibited by law from being a Director; or



- 15.1.3 he becomes bankrupt or makes any arrangement or composition with his creditors generally (subject to the Board of Directors resolving that in such circumstances that such Director should no longer continue in office); or
 - 15.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months, or he is or has been suffering from mental or physical ill health and the Board of Directors resolves that his office be vacated; or
 - 15.1.5 he resigns his office by notice (whether in Writing or otherwise) to the Chairman or the Board of Directors.
- 15.2 If a Director has without permission missed two consecutive meetings of the Board of Directors, he shall meet with the Chairman to discuss whether his office as Director should be vacated.
- 15.3 The Board of Directors may resolve to remove a Director from office at a properly convened meeting of the Board of Directors provided that the resolution to remove that Director is approved by a majority of Directors present at that meeting and that at least two thirds of all the Directors vote in favour of that resolution to remove that Director.

16 Directors' expenses

- 16.1 The Directors may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committee of Directors or general meetings or otherwise in connection with the discharge of their duties.
- 16.2 The Nomination Committee in consultation with the Board of Directors shall determine the remuneration of the Directors.

17 Proceedings of Directors

- 17.1 Subject to the Act and as provided for in these Articles, the Board of Directors may regulate its affairs as it sees fit including the calling and conduct of meetings (which may be physical or by telephone conference call or online or otherwise). The Board of Directors shall keep records of all decisions made at such meetings. Any Director may call a meeting of the Board of Directors. It shall not be necessary to give notice of a meeting of the Board of Directors to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a casting vote.
- 17.2 Meetings of the Board of Directors shall be held not less than four times in any calendar year.
- 17.3 All Directors are expected to attend all meetings of the Board of Directors.
- 17.4 The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be at least 50 per cent. of the Board of Directors.
- 17.5 Subject to Article 17.6 Chairman may be appointed, or removed, by the Board of Directors from of one of the Directors in office from time to time.
- 17.6 The Chief Executive Officer may not in his appointment as a Director:
- 17.6.1 be appointed as Chairman; and
 - 17.6.2 may not vote on issues relating to his own remuneration, the evaluation of his performance or the appointment of the Chairman.
- 17.7 All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had



vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

- 17.8 A resolution in Writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.

18 Director's Interests

- 18.1 A Director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of that interest to the other Directors before the Company enters into the transaction or arrangement.
- 18.2 A Director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of the interest to the other Directors as soon as reasonably practicable, unless the interest has already been declared under article 18.1 above.
- 18.3 Any declaration to be made by a Director pursuant to Article 18.1 or Article 18.2 must be made at a meeting of the Directors or by notice to the Directors in accordance with section 184 of the Act (notice in Writing) or section 185 of the Act (general notice).
- 18.4 For the purposes of Articles 18.1 and 18.2, a general notice to the other Directors by a Director to the effect that:
- 18.4.1 he is a member of a specified company or firm and is to be regarded as interested in any contract which may after the date of the notice be made with that company or firm; or
 - 18.4.2 he is to be regarded as interested in any contract which may after the date of the notice be made with a specified person who is connected with him;
 - 18.4.3 shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract provided that no such notice shall be effective unless either it is given to the other Directors or the Director takes reasonable steps to secure that it is brought up and read at the next Board of Directors meeting after the notice is given.
- 18.5 If any declarations of interest made in accordance with Articles 18.1 and 18.2 prove to be, or become, inaccurate or incomplete, a further declaration shall be made.
- 18.6 A Director need not declare an interest under Articles 18.1 and 18.2:
- 18.6.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - 18.6.2 if, or to the extent that, the other Directors are already aware of it or ought reasonably to be aware of it;
 - 18.6.3 if, or to the extent that, it concerns terms of his service contract that have been or are to be considered by a meeting of the Directors or by a committee of the Directors appointed for the purpose under these articles ; or
 - 18.6.4 if the Director is not aware of his interest or is not aware of the transaction or arrangement in question (and for this purpose a Director is not treated as being aware of matters of which he ought reasonably to be aware).
- 18.7 Subject to the provisions of the Act and these Articles, provided that he has disclosed to the other Directors in accordance with Articles 18.1 and 18.2 the nature and extent of any interest or proposed interest of his, a Director notwithstanding his office:



- 18.7.1 may be a party to, or otherwise be interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- 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 contract or proposed contract in which he is interested;
- 18.7.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or vote on a Directors' written resolution, in respect of such contract or proposed contract in which he is interested;
- 18.7.4 may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- 18.7.5 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 18.8 The Directors may authorise any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company under section 175 of the Act.
- 18.9 For the purposes Articles 18.8, a conflict of interest includes a conflict of interest and duty and a conflict of duties but not a potential or actual conflict of interest arising in relation to any transaction or arrangement with the Company.
- 18.10 Any authorisation under Articles 18.8 is effective only if:
- 18.10.1 any requirement as to the quorum at the meeting at which the matter is considered is met without counting the Director in question or any other interested Director;
- 18.10.2 the matter was agreed to without the Director voting or would have been agreed to if the votes of such Director had not been counted;
- 18.10.3 the Director has declared the full nature and extent of the matter to the other Directors; and
- 18.10.4 the Director acts in accordance with any terms and conditions imposed by the Board of Directors pursuant to article 18.11 below.
- 18.11 The other Directors may (whether at the time of the authorisation or subsequently) make any such authorisation under Articles 18.8 upon such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation at any time. Such terms and conditions may include (without limitation):
- 18.11.1 the exclusion of the interested Director from all information and discussion by the Company relating to the matter and
- 18.11.2 (without prejudice to the general obligation of confidentiality) the interested Director being subject to a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the relevant matter.
- 18.12 If a matter has been authorised by the Directors in accordance with Article 18.8, and such matter then gives rise to a conflict or potential conflict of, direct or indirect, interest then:
- 18.12.1 the Director shall not be required to disclose any confidential information relating to such matter to the Company if to make such a disclosure would result in a breach of



duty or obligation of confidence owed by him in relation to or in connection with that matter;

18.12.2 the Director may absent himself from discussions, whether in meetings of the Directors or otherwise, and exclude

18.12.3 himself from information which will or may relate to that matter;

18.12.4 a Director shall not, by reason of his office as a Director of the Company, be accountable to the Company for any benefit which he derives from any such matter authorised by the Directors in accordance with Article 18.8 and any contract, transaction, arrangement or proposal relating thereto shall not be liable to be avoided on the grounds of any such benefit.

19 Secretary

19.1 Subject to the provisions of the Act, the Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

20 Board Meetings and Minutes

20.1 The Directors shall cause minutes to be made in books kept for the purpose:

20.1.1 of all appointments of officers made by the Directors; and

20.1.2 of all proceedings at meetings of the Company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

21 President, vice-presidents and patrons

21.1 The Directors may appoint any person to be the president and any person or persons to be vice-presidents or patrons of the Company for such term or terms specified at the time of appointment as they shall think fit. Such persons shall not by virtue only of such appointments be Directors or Members of the Company.

22 Winding up

22.1 On the winding-up or dissolution of the Company, any assets or property that remain available to be distributed or paid, shall be paid or distributed to the Members and Contributors in proportion to their contributions over the previous 5 years. Each Member and Contributor may waive their right, by written notice to the Company, to such payment or distribution and direct that it is to be transferred to another body (charitable or otherwise) with objects similar to those of the Company, such body to be determined by resolution of the Members at or before the time of winding up or dissolution.

23 Indemnity

23.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.



24 Objects

24.1 The principal objects of the Company are;

- 24.1.1 to exercise all and any of the functions of, and generally to act as, an association to provide services for persons (including companies) operating as independent workers, contractors, freelancers or otherwise generally regarded and accepted as self-employed (**Independent Professionals**) provided that it shall be within the discretion of the directors of the Company as to whom it shall accept as members (including by allowing to membership persons who are not Independent Professionals but are interested in the contracting sector);
- 24.1.2 to protect the commercial and other interests of Independent Professionals;
- 24.1.3 to provide services to members by way of advisory services, websites, website forums, telephone enquiries, conferences, seminars and such other services as the directors of the Company shall consider appropriate;
- 24.1.4 to charge Members subscriptions and fees in respect of the provision of services to them;
- 24.1.5 to provide for the formation and exchange of views on any question connected with Independent Professionals; and
- 24.1.6 to negotiate discounts on services which may be provided to Members including, without limitation, training, travel and accommodation;
- 24.1.7 to collect and circulate commercial statistics and information of all kinds which are relevant to Independent Professionals;
- 24.1.8 to represent, express and give effect to the majority opinion of the Members of the association carried on by the Company on matters of all kinds relevant to the interests of the Members of the association;
- 24.1.9 to research, analyse and comment upon bills in Parliament or other measures affecting members of the Company and to promote or oppose these as shall seem appropriate to the Company and to lobby the European Union and any other regulatory bodies as the Company shall so decide;
- 24.1.10 to found, manage, control, support, print, publish, issue, circulate or distribute, whether or not for a fee, such papers, magazines, periodicals, publications, journals, books, circulars and other literary work as may seem desirable to the Company, including by any electronic medium;
- 24.1.11 to protect generally the commercial interests of Members.

24.2 In furtherance of such objects the Company shall have power:

- 24.2.1 to purchase, take on lease or in exchange, receive as gifts, hire or otherwise acquire any land, buildings, real or personal property and rights or privileges which the Company may think necessary and convenient for the promotion of its objects, and to erect, alter, reconstruct and maintain its buildings, and to deal with and dispose of its property of whatever kind in such manner as the Company may think fit (subject to such consents as may be required by law);
- 24.2.2 to employ, whether directly or as independent contractors, persons to carry out tasks on behalf of the Company for such fees as shall be agreed by the Company, including by entering into contracts with members or officers of the Company or persons connected with member or officers and to remunerate employees and



- provide such benefits as shall be appropriate, including without limitation, pension schemes, medical insurance and other benefit packages;
- 24.2.3 to enter into such contracts as the Company shall think fit;
- 24.2.4 to receive donations, subscriptions, income, legacies, devises, bequests and fits of all kinds either from members or from others and to apply all income and profits derived for the objects of the Company;
- 24.2.5 to hold meetings, whether public or by way of electronic medium, to issue appeals and to take such other steps as may be required including for the purpose of procuring contributions to the funds of the Company whether by way of donations, subscriptions or otherwise.
- 24.2.6 to employ and retain advisers, including lawyers and accountants;
- 24.2.7 to hold shares in companies and to establish subsidiary companies;
- 24.2.8 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company.
- 24.2.9 subject to such consents as are required by law to borrow or raise money for the objects of the Company on such terms and conditions and on such security as may be thought fit, including but not limited to issuing mortgages, debentures or debenture stock and/or charges on any of the property both present and future of the Company;
- 24.2.10 to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;
- 24.2.11 to lend money and give credit to, take security for such loans or credit from and to guarantee and become or give security for the performance of contracts or obligations by any person or company as may be necessary for the work of the Company;
- 24.2.12 to make any charitable donation either in cash or assets for the furtherance of the objects of the Company or in the absolute discretion of the Directors;
- 24.2.13 to pay out of the funds of the Company the cost of any premium of any insurance or indemnity to cover the liability of the Company and its directors in respect of any negligence, default or wrongful omission, breach of duty or breach of trust which they may be guilty of in relation to the Company provided that any such insurance or indemnity shall not extend to any claim arising from wilful fraud or wrongdoing or default on the part of any directors;
- 24.2.14 to apply monies in insuring any buildings to their full value;
- 24.2.15 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 24.2.16 to do all such other lawful things as shall further the above objects or any of them.

