

Company number 03770926

**WRITTEN RESOLUTION**

of

**THE ASSOCIATION OF INDEPENDENT PROFESSIONALS AND THE SELF EMPLOYED  
LIMITED (Company)**

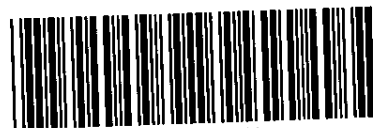
The following resolution was duly passed on 20<sup>th</sup> January 2018 as a special resolution by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006.

**SPECIAL RESOLUTION**

THAT the draft articles of association, attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.

Signed ..   
Director

FRIDAY



A10 \*A6YXAN56\* #46  
02/02/2018  
COMPANIES HOUSE

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

## Articles of Association

(Adopted by special resolution on 20<sup>th</sup> January 2018)

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:**

<b>Act</b>	means the Companies Act 2006.
<b>Affiliate</b>	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.
<b>Affiliate Terms And Conditions</b>	means the terms and conditions governing Affiliates of the Company as agreed by the Directors from time to time.
<b>Annual Board Election</b>	means the meeting held in accordance with the Rules on or about the date of the annual general meeting for the election and the appointment of Directors and others.
<b>Appointed Director</b>	means any person who is appointed to act as a Director of the Company by the Elected Directors in accordance with Article 12.5 and the Chief Executive Officer.
<b>Articles</b>	means the Articles of the Company as set out herein and as amended from time to time.
<b>Board of Directors</b>	means the group of persons who have for the time-being been duly appointed under the Articles to act as the Directors of the Company (including, without limitation, Elected Directors and Appointed Directors).
<b>Clear Days</b>	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.
<b>Chairman</b>	means the chairman of the Board of Directors appointed in accordance with Article 18.5.
<b>Chief Executive Officer</b>	means the person appointed to the office of chief executive officer of the Company from time to time.
<b>Consultative Council</b>	means the body of persons elected by the Members of the Company as provided in Article 11.2.
<b>Contributor</b>	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.
<b>Council Member</b>	means a person who is for the time-being a duly elected member of the Consultative Council.
<b>Deputy Chairman</b>	means the deputy chairman of the Board of Directors appointed in accordance with Article 18.6.

<b>Director</b>	means any person appointed as a director of the Company in accordance with these Articles (including, without limitation, Elected Directors, Appointed Directors and a director appointed pursuant to Article 12.8) and the term directors shall be interpreted in accordance with sections 250 and 251 of the Act.
<b>Document</b>	includes messages or other material in writing regardless of the medium on which it is recorded.
<b>Elected Director</b>	means any person who is elected to act as a Director of the Company in accordance with Article 12.2.
<b>Eligible Director</b>	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).
<b>Full Life Member</b>	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.
<b>Full Life Member Terms And Conditions</b>	means the terms and conditions governing Full Life Members of the Company as agreed by the Directors from time to time.
<b>Honorary Life Member</b>	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.
<b>Honorary Life Member Terms And Conditions</b>	means the terms and conditions governing Honorary Life Members of the Company as agreed by the Directors from time to time.
<b>Honorary Treasurer</b>	Means the Appointed Director appointed from time to time as honorary treasurer of the Company in accordance with Article 12.6.
<b>Member</b>	means any member, Full Life Member or Honorary Life Member of the Company having the rights set out in these Articles and subject to the relevant Terms and Conditions of the Company as agreed by the Directors from time to time and "Membership" refers to the status of being a Member.
<b>Member's Resolution</b>	means a resolution proposed by a Member pursuant to Article 6.1.
<b>Nominations Committee</b>	means any member of the nominations committee elected in accordance with the Rules from time to time.
<b>Office</b>	means the registered office of the Company.
<b>Rules</b>	means any rules made by the Directors from time to time relating to the election of directors (Elected Directors), Council Members, members of the Nominations Committee or any other committee or groups to which

the Board of Directors may delegate its powers and the conduct of such counsels, committees or groups.

<b>Secretary</b>	means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company.
<b>Signature</b>	means a means by which a person associates themselves with a Document to give a person considering the Document confirmation that the Document has been approved by the person who it purports to be signed by. The term signature shall include original manual impressions on a Document, electronic codes of authenticity and/or integrity, and recipient printout and/or facsimile copies of the same.
<b>Terms And Conditions</b>	means the Terms and Conditions governing the different types of Members of the Company 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).
<b>Transitional Arrangements</b>	means any arrangements the Directors may put in place on or about the date of adoption of these Articles, which may vary the period of time after which a newly elected or appointed Director shall be deemed to have retired by rotation under Article 12.7.
<b>United Kingdom</b>	means Great Britain and Northern Ireland.
<b>in Writing</b>	and similar expressions shall mean unencrypted words, phrases dates and numbers (but excluding binary or other code) such phrase being construed in its ordinary and natural sense but regardless of the method by which it is recorded or displayed, or the medium on 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.

## **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. The Consultative Council will be informed of the grounds for expulsion. Such Member shall be entitled to submit a written appeal to the Directors within 90 days of receipt of the notice of termination. The Consultative Council will be informed of the details of both stages listed above within 30 days. 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 or attend 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 or attend general meetings of the Company and for the avoidance of doubt shall not be entitled to take part in Consultative Council elections.
- 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. Full Life Members can participate in Consultative Council elections.
- 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. Provided that so long as the Company holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. 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 Consultative Council may by a simple majority call on the Board of Directors to convene a general meeting of the Company.
- 5.4 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.
- 5.5 The Directors shall on the requisition of the Consultative Council pursuant to Article 5.3 or on the requisition of the Members pursuant to Article 5.4 proceed to convene a general meeting for a date not later than 8 weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call such a general meeting, any Director or any Member of the Company may call such a general meeting.

#### **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 (excluding Honorary Life 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 Chairman 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); 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 due to the fault of the Company 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.

6.5 A Member's Resolution put to an electronic vote in accordance with Article 6.2.2 shall not be binding on the Directors but in the event that the Board of Directors resolve not to accept the terms of any Member's Resolution that has been put to and passed by an electronic vote the Consultative Council shall call on the Directors who shall be obliged to convene a general meeting of the Company the object of which would be to put to the Company a vote of confidence or no confidence in the Directors who have not accepted the terms of the Member's Resolution concerned.

## **7 Notice of general meetings**

7.1 All meetings (including the annual general meeting held in accordance with Article 4) shall be called by notice of at least 14 Clear Days. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and the time at which a poll will be held on any resolutions being considered by the meeting, and in the case of an annual general meeting, it shall specify the meeting as such. The notice shall be given to all the Members (but excluding Honorary Life Members), Directors and auditors of the Company.

## **8 Notices general**

8.1 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.

8.2 A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

8.3 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that an e-mail message containing or attaching a notice was transmitted by the Company or on its behalf shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted and in the case of e-mail notice 1 hour after transmission.

8.4 Any notice to be given to or by any person pursuant to the Articles shall be in Writing except that a notice calling a meeting of the Directors or the Consultative Council need not be in Writing.

## **9 Proceedings at general meetings**

9.1 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.

9.2 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.

9.3 The Chairman or in his absence the Deputy Chairman or otherwise some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the Chairman, Deputy Chairman nor such other Director (if any) be 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.

- 9.4 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.
- 9.5 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 associated with such meeting.
- 9.6 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.
- 9.7 A resolution put to the vote of a general meeting shall be decided on a poll taken of those attending personally or by proxy.
- 9.8 A poll shall be taken as the Chairman directs 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.

**10 Votes of Members**

- 10.1 On a poll every Member who is entitled to vote and is present in person or by proxy shall have one vote.
- 10.2 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.
- 10.3 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]

- 10.4 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 on or before the time for holding the poll as indicated 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.

## 11 Consultative Council

- 11.1 The Consultative Council is:

- 11.1.1 an electoral college for the appointment of Directors elected from the membership; and  
11.1.2 a mechanism of consultation on major issues for the Board of Directors and the Company's management.

- 11.2 The Consultative Council shall be a body of Members elected by the Members in accordance with these Articles and the Rules provided that such rules are not inconsistent with these Articles.

- 11.3 Any person who is:

- 11.3.1 not a Member;  
11.3.2 a Member who has not paid the due joining fee or annual subscription to the Company;  
11.3.3 an Honorary Life Member; or  
11.3.4 a Director

may not stand for election to the Consultative Council.

- 11.4 Any Council Member who ceases to be a Member of the Company for any reason or is elected to the Board of Directors shall automatically cease to be a Council Member.

- 11.5 A Council Member shall not be deemed to be a Director of the Company by virtue of being a Council Member save in circumstances implied by sections 250 and 251 of the Act.

## **12 Election and Appointment of Directors**

- 12.1 The maximum number of Directors shall be 12 persons.
- 12.2 The Directors shall from time to time and with the approval of a majority of the members of the Consultative Council make amendments to the Rules, provided that such rules are not inconsistent with these Articles.
- 12.3 The Nominations Committee shall be made up of Directors and members of the Consultative Council in equal number plus an independent chairman, each such person to be appointed in accordance with the Rules. The role of the Nominations Committee shall be to consider all potential candidates for both Elected Directors and Appointed Directors. Terms of reference between the Board of Directors and the Nominations Committee will be in accordance with the Rules.
- 12.4 The Chief Executive Officer for so long as he remains in that office shall be appointed as a Director.
- 12.5 Subject to the Rules and Article 12.3, the Directors shall have the power to appoint such persons who are not Members as they see fit to be additional directors of the Company (each an **Appointed Director**) provided that following any such appointment the total number of Appointed Directors (including the Chief Executive Officer) shall be not more than 4.
- 12.6 The Directors may appoint one of the Appointed Directors as Honorary Treasurer.
- 12.7 If they have not already retired or resigned from their office, a Director shall be deemed to have retired by rotation at the third Annual Board Election after that Director took office and shall be deemed to have immediately vacated their office at that time. This Article 12.7 is subject to the Transitional Arrangements.
- 12.8 A Director retiring from office pursuant to Article 12.7 shall be eligible for re-election or re-appointment (as applicable), provided that he may only serve for an additional three years. A Director retiring from office having served a continuous period of two terms as a Director may not present himself for re-election or re-appointment for a period of three years from such retirement.
- 12.9 The Rules may contain provisions for the situation where a Director resigns or retires from office or otherwise ceases to be a Director before the retirement by rotation specified in Article 12.7.

## **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 six Directors vote in favour of that resolution to remove that Director.

- 15.4 Within seven days of receipt by the Board of Directors of a request signed in Writing by more than 50% of the Council Members then in office requesting that one or more Directors should vacate office, the Directors shall call a general meeting on not less than thirty days' notice to consider the vacation from office of such Director(s). If at such meeting the Members by ordinary resolution vote in favour of removing a Director from office, that Director shall be deemed to have vacated their office with immediate effect. Nothing in this Article shall contradict the provision of sections 168 and 169 of the Act.

## **16 Directors' and Council Members' expenses**

- 16.1 The Directors and Council Members 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 Director's appointments to Executive Office**

- 17.1 Subject to the provisions of the Act the Directors may appoint one or more of their number to the office of Chief Executive Officer or to any other executive office under the Company and 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.
- 17.2 The Chief Executive Officer may not in his appointment as a Director:
- 17.2.1 be appointed as Chairman or Deputy Chairman; and
  - 17.2.2 may not vote on issues relating to his own remuneration or the appointment of the Chairman.

## **18 Proceedings of Directors**

- 18.1 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. A Director may, and the Chairman (or the Deputy Chairman in his absence) at the request of a Director shall, 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 second or casting vote.
- 18.2 Meetings of the Board of Directors shall be held not less than four times in any calendar year.
- 18.3 All Directors are expected to attend all meetings of the Board of Directors.
- 18.4 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. At least a majority of those Directors in attendance at meeting of the Board of Directors must attend in person.

- 18.5 Subject to Article 18.7, the Chairman shall be appointed by the Board of Directors from one of the Elected Directors in office from time to time and in accordance with the Rules.
- 18.6 Subject to Article 18.8, the Deputy Chairman shall be appointed by the Consultative Council from the Directors in office from time to time and in accordance with the Rules.
- 18.7 If they have not already retired or resigned from their office as Chairman, the Chairman shall be deemed to have so retired by rotation three years from the date of his appointment to such office. In exceptional circumstances and by decision of the Board of Directors and the Nominations Committee, a Chairman so retiring may be re-appointed to that office provided that he may only serve for an additional three years. A Chairman retiring from office having served a continuous period of six years may not be re-appointed as Chairman.
- 18.8 If they have not already retired or resigned from their office as Deputy Chairman, the Deputy Chairman shall be deemed to have so retired by rotation one year from the date of his appointment to such office. A Deputy Chairman may be re-appointed to that office provided that he may only serve for an additional one year, which must not run consecutively with his first year of appointment.
- 18.9 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.
- 18.10 Notwithstanding the number of Elected Directors and Appointed Directors in office, the Elected Directors present at any meeting of the Board of Directors shall be entitled to cast a number of votes on any resolution at any meeting of the board equal to the 67 per cent of the total votes that the Directors present at such meeting may collectively hold.
- 18.11 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.
- 18.12 The Board of Directors shall engage with the Consultative Council generally and ask the Consultative Council for ideas and comments on issues that the Board of Directors considers to be of importance to the Company in accordance with the Rules.

## **19 Director's and Council Member's Interests**

- 19.1 A Director or Council Member 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, in the case of a Director, the other Directors or, in the case of a Council Member, the Consultative Council before the Company enters into the transaction or arrangement.
- 19.2 A Director or Council Member 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, in the case of a Director, the other Directors or, in the case of a Council Member, the Consultative Council as soon as reasonably practicable, unless the interest has already been declared under article 19.1 above.
- 19.3 Any declaration to be made by a Director pursuant to Article 19.1 or Article 19.2 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).
- 19.4 Any declaration to be made by a Council Member pursuant to Article 19.1 or Article 19.2 must be made at a meeting of the Consultative Council or by notice to the Council Members in accordance with section 184 of the Act (notice in Writing) or section 185 of the Act (general notice) provided

that for the purpose of this Article 19.4 references to director in sections 184 and 185 of the Act shall be construed as Council Member.

19.5 For the purposes of Articles 19.1 and 19.2, a general notice to the other Directors by a Director or to the Consultative Council by a Council Member to the effect that:

19.5.1 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

19.5.2 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;

19.5.3 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, in the case of a Director, the other Directors or, in the case of a Council Member, the Consultative Council or the Director or Council Member takes reasonable steps to secure that it is brought up and read, in the case of a Director, at the next Board of Directors meeting or, in the case of a Council Member, at the next Consultative Council meeting after the notice is given.

19.6 If any declarations of interest made in accordance with Articles 19.1 and 19.2 prove to be, or become, inaccurate or incomplete, a further declaration shall be made.

19.7 A Director or Council Member need not declare an interest under Articles 19.1 and 19.2:

19.7.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

19.7.2 if, or to the extent that, the other Directors or Council Members are already aware of it or ought reasonably to be aware of it;

19.7.3 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

19.7.4 if the Director or Council Member is not aware of his interest or is not aware of the transaction or arrangement in question (and for this purpose a Director or Council Member is not treated as being aware of matters of which he ought reasonably to be aware).

19.8 Subject to the provisions of the Act and these Articles, provided that he has disclosed to, in the case of a Director, the other Directors or, in the case of a Council Member, the Consultative Council in accordance with Articles 19.1 and 19.2 the nature and extent of any interest or proposed interest of his, a Director or a Council Member notwithstanding his office:

19.8.1 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;

19.8.2 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;

19.8.3 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;

19.8.4 may be a Director, Council Member 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



- 19.8.5 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.
- 19.9 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.
- 19.10 For the purpose of this Article, the duty on Directors to avoid conflicts of interest (pursuant to section 175 of the Act) shall apply to Council Members. The Consultative Council may authorise any matter which would otherwise result in a Council Member 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 (as defined in section 175 of the Act).
- 19.11 For the purposes Articles 19.9 and 19.10, 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.
- 19.12 Any authorisation under Articles 19.9 and 19.10 is effective only if:
- 19.12.1 any requirement as to the quorum at the meeting at which the matter is considered is met without counting the Director or Council Member in question or any other interested Director or Council Member;
  - 19.12.2 the matter was agreed to without the Director or Council Member voting or would have been agreed to if the votes of such Director or Council Member had not been counted;
  - 19.12.3 the Director or Council Member has declared the full nature and extent of the matter to, in the case of a Director, the other Directors or, in the case of a Council Member, the Consultative Council; and
  - 19.12.4 the Director or Council Member acts in accordance with any terms and conditions imposed by the Board of Directors or Consultative Council pursuant to article 19.13 below.
- 19.13 In the case of a Director, the other Directors or, in the case of a Council Member, the Consultative Council may (whether at the time of the authorisation or subsequently) make any such authorisation under Articles 19.9 or 19.10 upon such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation at any time. Such terms and conditions may include (without limitation):
- 19.13.1 the exclusion of the interested Director or Council Member from all information and discussion by the Company relating to the matter and
  - 19.13.2 (without prejudice to the general obligation of confidentiality) the interested Director or Council Member being subject to a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the relevant matter.
- 19.14 If a matter has been authorised by the Directors in accordance with Article 19.9 (and notified to the Consultative Council) or authorised by the Consultative Council in accordance with Article 19.10, and such matter then gives rise to a conflict or potential conflict of, direct or indirect, interest then:
- 19.14.1 the Director or Council Member (as appropriate) 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;

- 19.14.2 the Director or Council Member (as appropriate) may absent himself from discussions, whether in meetings of the Directors or Consultative Council or otherwise, and exclude himself from information which will or may relate to that matter;
- 19.14.3 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 19.9 and any contract, transaction, arrangement or proposal relating thereto shall not be liable to be avoided on the grounds of any such benefit; and
- 19.14.4 a Council Member shall not, by reason of his office as a Council Member of the Company, be accountable to the Company for any benefit which he derives from any such matter authorised by the Consultative Council in accordance with Article 19.10 and any contract, transaction, arrangement or proposal relating thereto shall not be liable to be avoided on the grounds of any such benefit.

## **20 Secretary**

- 20.1 Subject to the provisions of the Act, the Secretary shall 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.

## **21 Board Meetings and Minutes**

- 21.1 The Directors shall cause minutes to be made in books kept for the purpose:
- 21.1.1 of all appointments of officers made by the Directors;
- 21.1.2 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; and
- 21.1.3 of recording detail of all consultations with the Consultative Council pursuant to Article 18.12.

## **22 President, vice-presidents and patrons**

- 22.1 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 or Council Members.

## **23 Winding up**

- 23.1 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.

## **24 Indemnity**

- 24.1 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.

## **25 Objects**

### **25.1 The principal objects of the Company are;**

- 25.1.1** 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 knowledge based contractors (**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);
- 25.1.2** to protect the commercial and other interests of Independent Professionals;
- 25.1.3** 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;
- 25.1.4** to charge Members subscriptions and fees in respect of the provision of services to them;
- 25.1.5** to provide for the formation and exchange of views on any question connected with Independent Professionals; and
- 25.1.6** to negotiate discounts on services which may be provided to Members including, without limitation, training, travel and accommodation;
- 25.1.7** to collect and circulate commercial statistics and information of all kinds which are relevant to Independent Professionals;
- 25.1.8** 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;
- 25.1.9** 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;
- 25.1.10** 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;
- 25.1.11** to protect generally the commercial interests of Members.

### **25.2 In furtherance of such objects the Company shall have power:**

- 25.2.1** 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);
- 25.2.2** 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;

- 25.2.3 to enter into such contracts as the Company shall think fit;
- 25.2.4 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;
- 25.2.5 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.
- 25.2.6 to employ and retain advisers, including lawyers and accountants;
- 25.2.7 to hold shares in companies and to establish subsidiary companies;
- 25.2.8 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.
- 25.2.9 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;
- 25.2.10 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;
- 25.2.11 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;
- 25.2.12 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;
- 25.2.13 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;
- 25.2.14 to apply monies in insuring any buildings to their full value;
- 25.2.15 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;
- 25.2.16 to do all such other lawful things as shall further the above objects or any of them.