

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE**

**AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**OF**

**THE INSTITUTE OF TRAFFIC ACCIDENT INVESTIGATORS**

**(Adopted pursuant to a special resolution  
passed on September 2011)**

**1. MODEL ARTICLES**

- 1.1. Except as provided in these Articles and so far as they are not inconsistent with the provisions of these Articles or the Memorandum of Association, the Model Articles (as defined in Article 2.1) will apply to the Company.
- 1.2. These Articles, the provisions of the Memorandum of Association and the paragraphs in the Model Articles incorporated into these Articles will take effect subject to the provisions of the Statutes and will be adopted as the Company's Articles of Association to the exclusion of any other articles of association.
- 1.3. Paragraphs 9(3), 11(2), 14(1)-(4) (inclusive), 17(2), 22(1), 30(2) and 35 of the Model Articles will not apply to the Company.

**2. INTERPRETATION**

- 2.1. In these Articles unless the context otherwise requires:-

2.1.1. "Act" means the Companies Act 2006

"Adoption Date" means the date of adoption of these Articles

"business day" means any day of the week (other than a Saturday or Sunday and a public or bank holiday in England)

"Council" means the Council of Management for the time being of the Company or a quorum of the members of the Council present at a meeting of the Council

"electronic address" includes a facsimile number

"eligible member of the Council" means a member of the Council who would be entitled to vote on the relevant matter at a meeting of the members of the Council but

excluding any member of the Council whose vote is not to be counted in respect of that matter

"member of the Council" means any director of the Company for the time being and holding office

"Memorandum of Association" means the memorandum of association of the Company from time to time

"Model Articles" means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 as amended on or before the Adoption Date

"person" includes any firm or body corporate or unincorporate or any organisation or other legal entity

"qualifying person" will have the meaning given to that expression in section 318(3) of the Act, and the exception applicable to certain qualifying persons being or forming part of a quorum contained in paragraphs (a) and (b) of section 318(2) of the Act will apply to Article 5

"Statutes" means every Act or statutory provision from time to time in force concerning companies in so far as they apply to the Company

- 2.1.2. subject to Article 2.1.1, words and expressions defined in the Statutes (but excluding any statutory modification of them not in force on the Adoption Date) or in the Model Articles will have the same meaning in these Articles;
- 2.1.3. words importing the singular only will include the plural number and vice versa and words importing one gender will include the other genders;
- 2.1.4. any reference to an Article is a reference to the relevant Article of these Articles;
- 2.1.5. any reference to a statute, a statutory provision or subordinate legislation is a reference to it as is in force from time to time and includes any statutory amendment or re-enactment of it any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 2.2. Where for any purpose an ordinary resolution of the Company is required, a special resolution will also be effective.

### **3. OBJECTS**

The Company's objects are:-

- 3.1 To promote road safety for the benefit of the public by:
  - 3.1.1 Improving the technical and general skill and knowledge of persons engaged in or intending to engage in work of Traffic Accident Investigators or any related occupation concerned with road safety.

- 3.1.2 Improving the standards of safety of vehicles and roads of all kinds.
- 3.2 In furtherance of the above objects but not further or otherwise the Company shall have the following powers:-
- 3.2.1 To provide for the delivery and holding of lectures, exhibitions, meetings, classes and conferences.
- 3.2.2 To print, publish, issue, circulate and commission papers, periodicals, books, circulars and other literary works and by means thereof and by any means whatsoever to make available to Courts of Law, government departments, local authorities, public bodies and persons generally, information as to the work of the Institute.
- 3.2.3 To encourage or otherwise assist in carrying out research and tests in connection with vehicles, the building and improvement of roads, and other matters with which the occupation of traffic accident investigator (or any related occupation concerned with road safety) is concerned.
- 3.2.4 To encourage the discovery of and to investigate and make known the nature and merits of inventions which may seem capable of being used in connection with the occupation of traffic accident investigator (or any related occupation concerned with road safety) and to collect and to make known technical knowledge and practical experience acquired by accident investigators.
- 3.2.5 To promote just and skilful practice in the conduct of the occupation of traffic accident investigator (or any related occupation concerned with road safety) and to suppress malpractice therein.
- 3.2.6 To co-operate with other such associations or institutions as aforesaid.
- 3.2.7 To establish and maintain such headquarters, offices and branches as may be conducive to the attainment of the objects of the Institute.
- 3.2.8 To admit any persons, (whether eligible or not eligible for admission), to membership on such terms as may seem expedient.
- 3.2.9 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.
- 3.2.10 Subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit.
- 3.2.11 To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company shall not undertake any permanent trading activities in raising funds for the above mentioned charitable objects.

- 3.2.12 To lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company.
- 3.2.13 To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferrable or mercantile instruments.
- 3.2.14 To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.
- 3.2.15 To invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.
- 3.2.16 Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the company with a view to the furtherance of its objects.
- 3.2.17 Subject to Article 3.3 hereof to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company.
- 3.2.18 To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.
- 3.2.19 To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Article 3.3 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such charitable organisation, institution, society or body.
- 3.2.20 To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company.
- 3.2.21 To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which the Company is authorised to amalgamate.
- 3.2.22 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.
- 3.2.23 To do all such other lawful things as are necessary for the attainment of the above objects or any of them.

Provided that:-

- (a) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (b) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (c) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.
- (d) Nothing herein contained shall empower the Company to carry on business of life insurance, personal accident assurance, fire insurance or employers liability insurance or the business of insurance or re-insurance within the meaning of the Insurance Companies Act 1952 or any Act extending, amending or re-enacting the same.
- (e) The Company shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which, if an object of the Company would make it a trade union.

3.3 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, and no member of its Council of Management or Governing Body shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:-

- 3.3.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Council of Management or Governing Body) for any services rendered to the Company:
- 3.3.2 of interest on money lent by any member of the Company or of its Council of Management or Governing Body at a reasonable and proper rate per annum not exceeding 5 per cent per annum;

- 3.3.3 of reasonable and proper rent for premises demised or let by any member of the Company or of its Council of Management or Governing Body;
- 3.3.4 of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Council of Management or Governing Body may also be a member holding not more than 1/100<sup>th</sup> part of the capital of that company; and
- 3.3.5 to any member of its Council of Management or Governing Body of reasonable and proper out-of-pocket expenses.

#### **4. MEMBERS AND MEMBERSHIP**

- 4.1 The liability of the members is limited.
- 4.2 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 4.3 The members of the Company shall be:-
  - 4.3.1 the initial subscriber to the Memorandum of Association; and
  - 4.3.2 (subject to their complying with the provisions of Article 4.4) such other natural persons as become members on the terms of these Articles following the approval by the Council of an application for membership by or on behalf of such persons;  
  
and no firm or body (whether corporate or incorporate) shall be eligible for admission as a member.
- 4.4 Every natural person who wishes to become a member shall deliver to the Company an application for membership in such form as the Council may require and agrees to sign the register of members on becoming a member.
- 4.5 Unless the members of the Council or the Company in general meeting shall make other provision pursuant to the powers contained in Article 22, the members of the Council may in their absolute discretion permit any member of the Company to retire, provided (regardless of any other provision pursuant to Article 22) that after such retirement the number of members of the Company is not less than one. Any person ceasing by any means to be a member shall remain liable for and shall pay to the Company all moneys due from him to the Company at the time of his ceasing to be a member or for which he may become liable under the provisions of the Memorandum of Association.
- 4.6 The rights of a member are personal only and are not transferable or transmissible on death.
- 4.7 A member shall cease to be a member of the Company if:-

- 4.7.1 he is adjudicated bankrupt or suspends payment or enters into a composition or general arrangement with his creditors; or
- 4.7.2 he is convicted of an indictable criminal offence or becomes of unsound mind or dies;
- and the Council shall resolve that that member shall cease to be a member.

## **5. GENERAL MEETINGS**

5.1 The Council may, whenever it thinks fit, convene a general meeting, and general meetings shall also be convened on requisition in accordance with the Acts.

5.2 If:

5.2.1 the Company has fewer than four members of the Council, and

5.2.2 the members of the Council (if any) are unable or unwilling to appoint sufficient numbers of members of the Council to form a quorum or to call a general meeting or issue a written resolution to the members to do so,

then two or more members (or, if there shall only be one member, that member) may convene a general meeting in the same manner as nearly as possible as that in which a general meeting may be convened by the Council (or, if there shall be a Secretary, instruct the Secretary to do so) for the purpose of appointing one or more members of the Council.

## **6. QUORUM FOR GENERAL MEETINGS**

6.1 No business, other than the appointment of a chairman, shall be transacted at any general meeting unless the persons attending it constitute a quorum. Except as otherwise provided in these Articles, four qualifying persons present throughout the meeting and entitled to vote upon the business to be transacted will be a quorum provided that, if and for so long as the Company has only one person as a member, one qualifying person will be a quorum.

6.2 If a general meeting is adjourned pursuant paragraph 27 of the Model Articles and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, any qualifying person or persons present throughout the meeting and entitled to vote upon the business to be transacted shall be a quorum.

## **7. VOTES OF MEMBERS**

7.1 Every member present in person or by a qualifying person in relation to him, shall have and be entitled to one vote on a show of hands or on a poll.

7.2 If there is an equality of votes cast on any resolution at a general meeting, the chairman of the meeting will be entitled to a casting vote, in addition to any other votes he may have.

7.3 A member of unsound mind, or in respect of whom an order has been made by any court having competent jurisdiction, may vote, whether on a show of hands or on a poll, by his committee, receiver or curator bonis appointed by that court, and any such committee, receiver, curator bonis or other person may, on a poll, vote by proxy.

7.4 No member shall be entitled to vote at any meeting of the Company unless all moneys presently payable by him to the Company have been paid.

## **8. PROXIES**

8.1 Paragraph 31(1)(d) of the Model Articles will be deleted and replaced with the following:

is delivered to the Company in accordance with the Articles 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 accordance with any instructions contained in the notice of the general meeting or adjourned general to which they relate.

8.2 Paragraph 31(1) of the Model Articles will be amended by inserting the following as a new paragraph at the end of that paragraph:

And a proxy notice which is not delivered in accordance with this paragraph 31(1) will be invalid, unless the Council, in its discretion, accepts the notice at any time before the meeting.

## **9. THE COUNCIL AND ROTATION OF MEMBERS OF THE COUNCIL**

9.1 The maximum number of the members of the Council shall be determined by the Company in general meeting, but unless and until so fixed there shall be no maximum number and the minimum number of members of the Council shall be four. The Company may from time to time by ordinary resolution increase or reduce the number of members of the Council, and may also determine in what rotation the increased or reduced number is to go out of office.

9.2 The members of the Council shall on the making of a claim be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Council or any committee of the Council or general meetings of the Company or in connection with the business of the Company.

9.3 On 1<sup>st</sup> June in every year one-third of the members of the Council for the time being or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office. Vacancies which have arisen during the preceding 12 months will be included in calculating the number of members of the Council who must retire from office pursuant to this Article.

9.4 The members of the Council to retire in every year shall be the first of those who volunteer. If there are insufficient numbers of volunteers, the members of the Council to retire shall be those who have volunteered together with those who have been longest in office since their last election, but as between persons who became members of the Council on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

9.5 A retiring member of the Council shall be eligible for re-election.

9.6 The Company shall direct the Council to fill the vacated office by electing a person thereto in accordance with the procedure contained in the Company's rules or bye-laws in force from time to time pursuant to Article 22.

## **10. ALTERNATE MEMBERS OF THE COUNCIL**

- 10.1 Each member of the Council (other than an alternate member of the Council) shall have power to nominate any person (who must be an existing member of the Council or some other person appointed by the Council (such approval not to be unreasonably withheld or delayed)) to act as an alternate member of the Council in his place if he is unable for any reason to attend any meeting of the Council or any committee of the Council and may at his discretion revoke any such nomination. Any such appointment and its revocation may be made by a member of the Council by notice to the Company given in writing. A person so appointed shall (except as regards power to appoint an alternate and as regards remuneration) be subject in all respects to the terms and conditions and be entitled to the same rights existing with reference to the other members of the Council, and each alternate member of the Council, while so acting, shall exercise and discharge all the functions powers and duties as a member of the Council of his appointor in his appointor's absence. An alternate member of the Council shall ipso facto cease to be an alternate member of the Council if his appointor ceases for any reason to be a member of the Council and the powers of the alternate shall automatically be suspended during such time as his appointor is present in person at a meeting of the Council.
- 10.2 Any member of the Council appointed as an alternate member of the Council shall at any meeting of members of the Council which he attends while he holds office as an alternate member of the Council and at which the member of the Council, whose alternate he is, is not present be entitled to one vote in his own capacity as a member of the Council and one further vote as such alternate member of the Council. A member of the Council or his alternate shall count towards a quorum according to the number of votes he is entitled to cast at the meeting of the Council.
- 10.3 If any member of the Council who has appointed an alternate member of the Council is for the time being absent from the United Kingdom or temporarily unable to act because of ill health or disability, then that alternate member of the Council may sign, in his place, any written resolution of the Council.
- 10.4 The provisions of Article 10 shall apply to all meetings of any committee of the Council of which the member of the Council appointing an alternate member of the Council is a member in the same way as it applies to meetings of the Council.
- 10.5 No person below the age of 18 years may be appointed or continue as a member of the Council, and no member of the Council shall be required to vacate his office on his attaining or having attained a specific age.

## **11. BORROWING POWERS**

- 11.1 The Council may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, assets, property and uncalled capital, or any part thereof, and (subject to the provisions of the Act and the Memorandum of Association and Articles of Association for the time being in force) to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any other third party.

## **12. POWERS AND DUTIES OF THE COUNCIL**

- 12.1 The business of the Company shall be managed by the Council, who may exercise all such powers of the Company as are not, by the Acts or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Acts, the Memorandum of Association and these Articles and to any directions given by special resolution to the Council but no such resolution nor any change to the Memorandum of Association or these Articles shall invalidate any prior act of the Council which would have been valid if that special resolution had not been passed or that change had not been made.
- 12.2 In the exercise of the aforesaid powers and in the management of the business of the Company, the members of the Council shall always be mindful that they are charity trustees within the definition contained in the Charities Act 1993 as the persons having the general control and management of the administration of a charity.
- 12.3 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Council shall from time to time by resolution determine.

## **13. DISQUALIFICATION OF MEMBERS OF THE COUNCIL**

- 13.1 Paragraph 18 of the Model Articles will be amended by inserting the following at the end of that Article:
- (g) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in the manner required by section 177 of the Act; or
  - (h) if he ceases to be a member of the Company; or
  - (i) if he is requested in writing by a majority of the other members of the Council to resign; or
  - (j) if he is absent without good cause from three consecutive meetings of the Council or from all such meetings for a period of 12 months. For the purposes of this paragraph 18(j) a member of the Council will be absent without good cause if he fails to notify the Council in writing the reason for his absence or the reason for his absence is not (in the Council's reasonable opinion) an acceptable reason; or
  - (k) if he is or has been convicted of an offence which in the view of the Council is so serious that such conviction is not compatible to him continuing as a member of the Council, or is held to have been in contempt of Court.

## **14. CONFLICTS OF INTERESTS**

- 14.1 If a conflict of interests arises for a member of the Council because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in these Articles, the unconflicted members of the Council may authorise such a conflict of interests where the following conditions apply:

- 14.1.1 the conflicted member of the Council is absent from the part of the Council meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person:
- 14.1.2 the conflicted member of the Council does not vote on any such matter and is not to be counted when considering whether a quorum of members of the Council is present at the Council meeting; and
- 14.1.3 the unconflicted members of the Council consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.
- 14.2 In this Article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a member of the Council or to a connected person.

## **15. CASTING VOTE AT COUNCIL MEETINGS**

- 15.1 In the case of an equality of votes, the chairman of any meeting of the Council or of any committee of the Council will have a second or casting vote.
- 15.2 Article 15.1 will not apply if in respect of a particular meeting of the Council (or any part of a meeting) if, in accordance with these Articles, the chairman of the meeting is not an eligible member of the Council for the purposes of that meeting (or part of the meeting).

## **16. NOTICE OF COUNCIL MEETINGS AND RECORDS OF DECISIONS**

- 16.1 Subject as stated below, not less than 5 business days' notice of any meeting of the Council (or such shorter period as all of the members of the Council may agree) must be served on all members of the Council in writing at any address in the United Kingdom (or, in the case of any notice given by electronic mail, any electronic address) given by him to the Company for that purpose or, if no such address has been given, his last known address in the United Kingdom or his last known electronic address or his normal place of work for the Company provided that in cases of urgency a meeting of the Council may be convened on such period of notice to the members of the Council, given orally or in accordance with the foregoing, as may be reasonable in the circumstances. Any member of the Council may waive notice of any meeting prospectively or retrospectively and if he does so the validity of the meeting shall not be questioned on the ground that notice of the meeting was not given to him.
- 16.2 Notice of any meeting of the Council shall include an agenda of all business which may be expected to be discussed at such meeting and, if any item could have been but was not mentioned in such notice the meeting will not be competent to deal with such item unless the members of the Council (or their alternate) resolve otherwise. Minutes of all meetings of the Council will be sent to each member of the Council by the secretary of the Company as soon as reasonably practicable after each meeting.
- 16.3 Unless he shall have appointed some person as his alternate member of the Council in accordance with Article 10, notice of all meetings of the Council must be given to any member of the Council for the time being absent from the United Kingdom. Any such notice is to be given in writing at such address as may have been notified to the Council by such member of the Council for that purpose or failing such notification the absent member of the Council's last known location outside the United Kingdom or last known electronic

address or if no such location or electronic address is known, his last known address in the United Kingdom or last known electronic address or, in cases of urgency, orally.

16.4 If and for so long as only one member of the Council holds office, the provisions of Articles 16.1 – 16.3 (inclusive) and paragraph 9(1) of the Model Articles will not apply.

16.5 Where decisions of the Council are taken by electronic means, they shall be recorded by the Council in permanent form so that they may be read with the naked eye.

## **17. QUORUM AT COUNCIL MEETINGS**

17.1 The quorum necessary for the transaction of the business of the Council will be not less than four eligible members of the Council (or when one member of the Council only is in office, will be one member of the Council) present throughout the meeting at which the business is to be conducted. In calculating whether a quorum is present, the number of eligible members of the Council who have been appointed by ordinary resolution must exceed the number of eligible members of Council who have been appointed by a decision of the Council. A person who holds office as an alternate member of the Council shall, if his appointor is not present and would be an eligible member of the Council, be counted in the quorum

17.2 The following will be added as a new paragraph (b) of paragraph 11(3) of the Model Articles and the existing paragraph (b) of that paragraph 11(3) will become paragraph (c):

(b) to adjourn or terminate the meeting; or

17.3 Paragraph 7 of the Model Articles will be amended by:-

(a) inserting the words “for the time being” at the end of paragraph 7(2)(a); and

(b)

(c) inserting in paragraph 7(2) the words “for so long as he remains the sole director” after the words “and the director may”

## **18. UNANIMOUS DECISIONS OF THE COUNCIL**

References to “eligible directors” in paragraph 8 of the Model Articles will include alternate members of the Council of such eligible members of Council and the words “, copies of which have been signed by each eligible director” in paragraph 8(2) of the Model Articles will be replaced with the words “, where each eligible director has signed one or more copies of it,”

## **19. WINDING UP**

If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 3.3 hereof, such institution or institutions to be determined by the

members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

## **20. SEAL**

The Company shall not be required to have a seal or any official seal for use abroad but if it has a seal or any official seal the Council shall provide for the safe custody of it, and such Seals shall only be used by the authority of the Council or of a committee of the Council authorised by the Council in that behalf and (unless otherwise determined by the Council from time to time) every instrument to which the seal shall be affixed shall be signed by a member of the Council and shall be countersigned by the Secretary or by a second member of the Council or by some other person appointed by the Council for the purpose.

## **21. SECRETARY**

The Council may appoint any persons (who must not be appointed as a member of the Council) who are willing to act as:

- (a) the secretary of the Company; or
  - (b) the treasurer of the Company; or
  - (c) a clerical assistant to assist in the management of the Company's business
- for such term, at such remuneration and on such other terms and conditions as they may think fit and from time to time remove any such persons and, if the Council so decide, appoint a replacement, in each case by a decision of the Council.

## **22. RULES OR BYE LAWS**

22.1 The Council may from time to time make such rules or bye laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may by such rules or bye laws regulate:-

- (i) The admission and classification of members, the rights and privileges of members, the conditions of membership, the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
- (ii) The conduct of members in relation to one another, and to the Company's servants;
- (iii) The setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
- (iv) The procedure at general meetings and meetings of the Council and Committees of the Council in so far as such procedure is not regulated by these Articles; and
- (v) Generally, all such matters as are commonly the subject matter of Company rules.

22.2 The members shall have power to alter or repeal the rules or bye laws and to make additions thereto and the Council shall adopt such means as they deem sufficient to bring to the notice

of members all such rules or bye laws, which so long as they shall be in force, shall be binding on all members provided, nevertheless, that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum of Association or Articles of Association.

## **23. MINUTES**

Notwithstanding the provisions of the Act and paragraph 15 of the Model Articles the Council shall cause minutes to be made in books provided for the purpose:-

- (i) of all appointment of officers made by the Council;
- (ii) of the names of the members of the Council present at each meeting of the Council and of any committee of the Council; and
- (iii) of all resolutions and proceedings at all meetings of the Company, and of the Council and of committees of the Council.