

FILE COPY



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

Company Number 12303219

The Registrar of Companies for England and Wales, hereby certifies that

**ANTI-CORRUPTION & LIBERTARIAN FUNDRAISING LIMITED**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 7th November 2019



\* N123032198 \*



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

**IN01**(ef)

**Application to register a company**



Received for filing in Electronic Format on the: **06/11/2019**

**X8H0380G**

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*Company Name in full:* **ANTI-CORRUPTION & LIBERTARIAN FUNDRAISING LIMITED**

*Company Type:* **Private company limited by guarantee**

*Situation of Registered Office:* **England and Wales**

*Proposed Registered Office Address:* **CONNAUGHT HOUSE 1-3 MOUNT STREET  
LONDON  
ENGLAND W1K 3NB**

*Sic Codes:* **82990**

## *Proposed Officers*

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### *Company Director*     **1**

*Type:*                                **Person**

*Full Forename(s):*                **EVGENY**

*Surname:*                            **CHICHVARKIN**

*Former Names:*

*Service Address:*                **recorded as Company's registered office**

*Country/State Usually*        **ENGLAND**  
*Resident:*

*Date of Birth:*    **\*\*/09/1974**                                *Nationality:*    **RUSSIAN**

*Occupation:*    **COMPANY**  
                              **DIRECTOR**

*The subscribers confirm that the person named has consented to act as a director.*

## ***Persons with Significant Control (PSC)***

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### **Statement of initial significant control**

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**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

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## ***Individual Person with Significant Control details***

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***Names:*** **EKATERINA TERESHKNIA**

***Country/State Usually Resident:*** **ENGLAND**

***Date of Birth:*** **\*\*/01/1991** ***Nationality:*** **RUSSIAN**

***Service Address:*** **CONNAUGHT HOUSE 1-3 MOUNT STREET  
LONDON  
ENGLAND  
W1K 3NB**

*The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.*

<i>Nature of control</i>	<b>The person holds, directly or indirectly, 75% or more of the voting rights in the company.</b>
<i>Nature of control</i>	<b>The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.</b>

## ***Statement of Guarantee***

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I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

*Name:* **EKATERINA TERESHKNIA**

*Address* **CONNAUGHT HOUSE 1-3 MOUNT STREET  
LONDON  
ENGLAND  
W1K 3NB**

*Amount Guaranteed* **1**

## ***Statement of Compliance***

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*Name:* **EKATERINA TERESHKNIA**  
*Authenticated* **YES**

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## ***Authorisation***

*Authoriser Designation:* **subscriber** *Authenticated* **YES**

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# COMPANY NOT HAVING SHARE CAPITAL

## Memorandum of association of ANTI-CORRUPTION & LIBERTARIAN FUNDRAISING LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

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<b>Name of each subscriber</b>	<b>Authentication</b>
Ekaterina Tereshknia	Authenticated Electronically

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Dated: 06/11/2019

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**OF**

**ANTI-CORRUPTION AND LIBERTARIAN FUNDRAISING LIMITED**  
**(the Company)**

**(Adopted by special resolution passed on**

**2019)**

## 1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

**Articles:** means these articles of association for the time being in force;

**Business Day:** means any day (other than a Saturday, Sunday or a public holiday in England) when banks in London are open for business;

**Chairperson:** means the Chairperson from time to time of Trustees' Meetings and General Meetings. The Chairperson shall always be a Trustee.

**Conflict:** means a situation in which a Trustee has or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;

**document:** includes, unless otherwise specified, any document sent or supplied in electronic form;

**electronic form:** has the meaning given in section 1168 of the Act;

**Interested Trustee:** has the meaning given in Article 13.1;

**Member:** means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly;

**Register of Members:** has the meaning given in Article 18.2;

**Secretary:** means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

**subsidiary:** has the meaning given in section 1159 of the Act;

**Trustee:** means a statutory director of the Company; and

**writing:** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;

1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.

1.5 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.6 Further terms used in these Articles are defined hereafter.

## **2. Objects**

The objects for which the Company is established are to:

- 2.1 promote liberal and libertarian values and causes in the Russian Federation;
- 2.2 promote open, democratic and honest government in the Russian Federation;
- 2.3 identify, publicise, and challenge corruption in the Russian Federation; and
- 2.4 do all such things as the Company may deem incidental or conducive to the attainment of the above objects or any of them.

## **3. Powers**

3.1 In pursuance of the objects set out in Article 2, the Company has the power to:

- 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights and obligations therein of the Company;
- 3.1.2 borrow and raise money in such manner as the Trustees shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 3.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit by the Trustees;
- 3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person, including any holding company or subsidiary;
- 3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the Trustees, affect or advance in any way the Company's principal objects;
- 3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and contract with any person, firm or company to pay the same;
- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.9 provide and assist in the provision of money, materials or other help;

- 3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.11 incorporate subsidiary companies to carry on any trade or activity which will effect or advance in any way the Company's principal objects; and
- 3.1.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in Article2.

#### **4. Income**

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 No distribution of Company's income or profits shall be paid, or capital returned, to the Members in cash or otherwise.
- 4.3 Nothing in these Articles shall, however, prevent any payment in good faith by the Company of:
  - 4.3.1 reasonable and proper remuneration to any Member, Trustee, officer or servant of the Company for any services requested by and rendered to the Company;
  - 4.3.2 repayment of any principal amount borrowed by the Company from any Member or Trustee, together with interest thereon at a reasonable and proper rate;
  - 4.3.3 reasonable and proper rent for premises demised or let by any Member or Trustee; or
  - 4.3.4 reasonable out-of-pocket expenses properly incurred by any Member, Trustee, officer or servant of the Company.

#### **5. Winding up**

- 5.1 On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remain available to be distributed or paid shall not be paid or distributed to the Members but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body is to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, such transfer may be made only by resolution of the Trustees at or before the time of winding up or dissolution.

#### **6. Guarantee**

- 6.1 The liability of each Member is limited to £1 (one Pound Sterling), being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for
  - 6.1.1 payment of the costs, charges and expenses of the winding up;
  - 6.1.2 payment of the Company's debts and liabilities contracted before such Member has ceased to be a Member.

#### **7. Trustees**

- 7.1 Subject to the Articles, the Trustees are responsible for the management of the Company's business in accordance with its objects, for which purpose they may exercise all the powers of

the Company. The Secretary and/or any other officer of the Company shall be appointed by a majority decision of the Trustees at a Trustees' Meeting duly convened in accordance with Article 10. The Trustees shall, without limitation, be entitled at any time to determine that the Company shall (i) terminate the appointment of the Secretary and/or any other officer of the Company and/or (ii) to employ a replacement Secretary or other officer of the Company as the Trustees shall see fit.

7.2 The number of Trustees shall be not less than one.

## **8. Appointment and Termination of Appointment of Trustees**

### Appointment of Trustees

8.1 A Trustee shall be appointed only upon the unanimous decision of all Trustees.

8.2 In any case where, as a result of resignation or death, the Company has no Trustees, a Trustee shall be appointed by the Members. If, as a result of death, the Company has no Trustees and no Members, the personal representative of the last Member to have died shall have the right, by notice in writing to the Company, to appoint a person to be a Trustee for the purposes of winding up the Company. In such circumstances, the person so nominated need not be a Member.

### Termination of Appointment of Trustees

8.3 A Trustee shall cease to be a Trustee where:-

8.3.1 he or she becomes prohibited by law from being a company director; or

8.3.2 a bankruptcy order is made against him or her; or

8.3.3 a composition is made with his or her creditors generally in satisfaction of his or her debts; or

8.3.4 notice of his or her resignation is received by the Company.

8.4 Additionally, the Trustees, acting unanimously save as to the Trustee whose trusteeship is to be terminated (the "**Affected Trustee**"), may terminate the trusteeship of any Trustee without his or her consent by giving him or her written notice where, in the opinion of the Trustees:-

8.4.1 the Affected Trustee has been guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Trustees into disrepute; or

8.4.2 the Affected Trustee has acted or has threatened to act in a manner which is contrary to the interests of the Company; or

8.4.3 the Affected Trustee has failed to observe the terms of these Articles; or

8.4.4 the termination of the Affected Trustee's Trusteeship would for another reason be conducive to the furtherance of the Company's objects.

8.5 Prior to the service of any such notice of termination, the Trustees shall give the Affected Trustee a reasonable opportunity to be heard in writing or in person as to why his or her trusteeship should not be terminated. The Trustees must consider any representations made by the Affected Trustee in reaching any decision to issue a notice of termination to him or her as provided for in Article 8.4.

8.6 There shall be no right to appeal from a decision of the Trustees to terminate the appointment of any Trustee.

## **9. Trustees' Decision Making**

9.1 A decision of the Trustees may be taken:-

9.1.1 in the absence of a Trustees' Meeting, where all Trustees (excluding any Interested Trustees) communicate to each other in writing that they share a common view on an issue requiring a decision; such a communication may take the form of a resolution in writing, where each Trustee has signed one or more copies of it, or to which each Trustee has otherwise indicated agreement in writing. However, no decision may be taken in accordance with this Article if the Trustees so communicating would not have formed a quorum at a Trustees' Meeting called to consider the issue requiring a decision; or

9.1.2 by a majority decision at a Trustees' Meeting duly convened in accordance with Article 10.

## **10. Trustees' Meetings**

10.1 Unless otherwise agreed by all Trustees, Trustees' Meetings shall take place no less than four times in any calendar year commencing upon 1 January (or pro rata per part year). The dates and venues of such Trustees Meetings shall be decided by the Secretary in consultation with the Trustees. Notice of the date, venue and agenda for such Trustees' Meeting shall be given by the Secretary to all Trustees not less than five (5) Business Days (or such lesser period as all the Trustees may agree) prior thereto.

10.2 In addition to the Trustees' Meetings provided for in Article 10.1, a Trustee may call an extraordinary Trustees' Meeting by giving notice to the other Trustees or by authorising the Secretary to do so. Notice of the date, venue (which shall be a venue determined taking into account the convenience of all Trustees) and agenda for such Trustees' Meeting shall be given to all Trustees by the Trustees calling for same (or the Secretary on their behalf) not less than five (5) Business Days (or such lesser period as all the Trustees may agree) prior thereto.

10.3 If it is anticipated that any Trustees participating in any Trustees' Meeting will not be in the same place, the notice convening such meeting shall specify that it is proposed that they should communicate with each other during the meeting by audio or audio/visual means. The Secretary shall in such circumstances arrange to provide reasonable and appropriate facilities for the communication between the Trustees at such meeting by audio or audio/visual means.

## **11. Conduct of Trustees' Meetings**

11.1 The quorum for the transaction of business at any Trustees' Meeting (the **Required Quorum**) shall be (not less than two Trustees, unless only one Trustee is appointed, in which case the quorum shall be one Trustee. There shall be excluded from any calculation of the number of Trustees present any Interested Trustee in respect of whom there has been no decision pursuant to Article 13 to waive the Conflict in respect of which he or she is an Interested Trustee.

11.2 If the Required Quorum is not achieved for any Trustees' Meeting, the same shall be adjourned with no business transacted.

11.3 A Trustee may not nominate an alternate Trustee or anyone to act on his or her behalf at Trustees' Meetings.

## **12. Chairperson and Casting Vote**

### Chairperson

12.1 Each Trustees' Meeting shall be chaired as follows:-

12.1.1 By the Chairperson; or

12.1.2 If the Chairperson is not present within 15 minutes of the time appointed for the Trustees' Meeting, a Trustee present and willing chosen by the Trustees present.

If no Trustee is present and willing to chair the Trustees' Meeting, the Trustees' Meeting shall be adjourned with no business transacted.

12.2 The Chairperson shall be appointed by a majority decision of the Trustees at a Trustees' Meeting duly convened in accordance with Article 10. Each Chairperson shall fulfil such role until the expiry of the twenty four months from the date of his or her appointment, following the expiry of which period the Trustees shall (i) re-elect such person or (ii) appoint another of the Trustees to be the Chairperson in his or her stead.

#### Casting Vote

12.3 If the numbers of votes for and against a proposal at a Trustees' Meeting are equal, the Chairperson or other Trustee chairing the meeting shall not have a casting vote.

### **13. Waiver of Trustees' Conflicts of Interest**

13.1 The Trustees may, in accordance with the requirements set out in this Article, waive any Conflict reported to them by any Trustee which would, if not waived, involve a Trustee (an **Interested Trustee**) breaching his or her duty to avoid conflicts of interest under section 175 of the Act.

13.2 Any waiver under this Article 13 shall be effective only if:

13.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any Trustee for consideration in the same way that any other matter may be proposed to the Trustees under the provisions of these Articles or in such other manner as the Trustees may determine;

13.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Trustee; and

13.2.3 the matter was agreed to without the Interested Trustee voting or would have been agreed to if the Interested Trustee's vote had not been counted.

13.3 Any waiver of a Conflict under this Article 13 may (whether at the time of giving the waiver or subsequently):

13.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so waived;

13.3.2 provide that the Interested Trustee be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Trustees or otherwise) related to the Conflict;

13.3.3 provide that the Interested Trustee shall or shall not be entitled to vote in respect of any decision of the Trustees in relation to any resolution related to the Conflict;

13.3.4 impose upon the Interested Trustee such other terms for the purposes of dealing with the Conflict as the Trustees think fit;

13.3.5 provide that, where the Interested Trustee obtains, or has obtained (through his or her involvement in the Conflict and otherwise than through his or her position as a Trustee of the Company) information that is confidential to a third party, he or she shall not be obliged to disclose that information to the Company, or to use it in



relation to the Company's affairs where to do so would amount to a breach of that confidence; and

- 13.3.6 require or permit the Interested Trustee to absent himself from the discussion of matters relating to the Conflict at any meeting of the Trustees and be excused from reviewing papers prepared by, or for, the Trustees to the extent they relate to such matters.
- 13.4 Where the Trustees waive a Conflict, the Interested Trustee shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Trustees in relation to the Conflict.
- 13.5 The Trustees may revoke or vary such waiver at any time, but this shall not affect anything done by the Interested Trustee prior to such revocation or variation in accordance with the terms of such waiver.
- 13.6 A Trustee is not required, by reason of being a Trustee (or because of the fiduciary relationship established by reason of being a Trustee), to account to the Company for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a Conflict which has been waived by the Trustees in accordance with these Articles (subject in each case to any terms, limits or conditions attaching to that waiver) and no contract shall be liable to be avoided on such grounds.
- 13.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he or she has declared the nature and extent of his or her interest in accordance with the requirements of the Act, a Trustee who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 13.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 13.7.2 shall be entitled to vote at a meeting of Trustees (or of a committee of the Trustees) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he or she is interested;
- 13.7.3 may act by himself or herself or his or her firm in a professional capacity for the Company (otherwise than as auditor) and he, she or their firm shall be entitled to remuneration for professional services as if he or she were not a Trustee;
- 13.7.4 may be a Trustee or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 13.7.5 shall not, save as he or she may otherwise agree, be accountable to the Company for any benefit which he or she (or a person connected with him or her (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his or her duty under section 176 of the Act.

#### **14. Trustees' Committees**

- 14.1 The Trustees may delegate any of their powers, authorities and discretions (with power to sub-delegate) for such time on such terms and subject to such conditions as it thinks fit to any committee consisting of one or more Trustees and (if thought fit) one or more other persons.
- 14.2 The Trustees may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of their powers in that respect and may revoke, withdraw, alter or vary any such powers and discharge any such committee in whole or in part. Insofar as any power, authority or discretion is so delegated, any reference in these Articles to the exercise by the

Trustees of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such committee.

**15. Records of decisions to be kept**

The Trustees shall ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Trustees. Where decisions of the Trustees are taken by electronic means, such decisions shall be recorded by the Secretary in permanent form, so that they may be read with the naked eye.

**16. Secretary**

The Trustees may appoint any person who is willing to act as the Secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Trustees so decide, appoint a replacement, in each case by a decision of the Trustees.

**17. Change of Company Name**

The name of the Company may be changed only by a decision of the Trustees.

**18. Membership**

18.1 The Company shall admit to Membership an individual who:

18.1.1 applies to the Company using an application process approved by the Trustees; and

18.1.2 is approved by the unanimous decision of all Trustees.

A letter shall be sent to each successful applicant confirming their Membership of the Company and the details of each successful applicant shall promptly be entered into the Register of Members by the Secretary.

18.2 The Secretary shall maintain and update on a regular basis an electronic register of Members of the Company (the **Register of Members**) which shall be open to inspection by any Trustee upon reasonable notice.

**19. Transfer of membership**

19.1 A Member may not transfer his or her membership to another person.

19.2 When a Member dies or becomes bankrupt, the Membership shall automatically terminate and following such termination, the Member shall be removed from the Register of Members.

19.3 A Member may withdraw from Membership of the Company by giving 7 days' notice to the Company in writing and any person ceasing to be a Member shall be removed from the Register of Members.

**20. Expulsion of Member**

20.1 The Trustees may expel from membership of the Company any Member (the "**Affected Member**") without his or her consent by giving the Member written notice if, in the opinion of the Trustees:

- 20.1.1 the Member has been guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and Trustees into disrepute; or
- 20.1.2 the Member has acted or has threatened to act in a manner which is contrary to the interests of the Company; or
- 20.1.3 the Member has failed to observe the terms of these Articles; or
- 20.1.4 the termination of such Member's Membership would for another reason be conducive to the furtherance of the Company's objects.

Following such termination, the Member shall be removed from the Register of Members.

- 20.2 Prior to the service of any such notice of expulsion, the Trustees shall give the Affected Member a reasonable opportunity to be heard in writing or in person as to why he or she should not be expelled from membership of the Company. The Trustees must consider any representations made by the Affected Member in reaching any decision to issue a notice of termination to him or her as provided for in Article 20.1. There shall be no right to appeal from a decision of the Trustees to terminate the Membership of a Member.
- 20.3 A Member who has been expelled from membership of the Company under this Article shall not be entitled to a refund of any subscription or membership fee.

## **21. Annual General Meetings**

- 21.1 An Annual General Meeting (**General Meeting**) of the Members shall be called by the Secretary on 10 Business Days' notice to approve the Company's accounts and to conduct any additional business proposed or required by the Trustees.
- 21.2 Such notice shall specify the date, time and place of the meeting and the business to be transacted.
- 21.3 The notice shall be given to:
  - 21.3.1 each Member; and
  - 21.3.2 each Trustee.
- 21.4 Proceedings at a General Meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

## **22. Proceedings at General Meetings**

- 22.1 Every General Meeting of the Company shall have a chair. The following shall apply:-:
  - 22.1.1 The Chairperson shall chair.
  - 22.1.2 If the Chairperson is not present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.
  - 22.1.3 If there is only one Trustee present and willing to act, that Trustee shall chair the meeting.
  - 22.1.4 If no Trustee is present and willing to chair the meeting within 15 minutes of the time appointed for the meeting, the Members present shall choose one of their number to chair the meeting.

- 22.2 No business shall be transacted at any General Meeting unless a quorum is present. A quorum shall be not less than 25% of the total membership at the time.
- 22.3 If within 30 minutes from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned until such other date, time and place as the Trustees shall determine. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, those Members present in person or by proxy and entitled to vote shall be a quorum.
- 22.4 The chair of a General Meeting may adjourn such a meeting when a quorum is present, if the meeting consents to an adjournment, and shall adjourn such a meeting if directed to do so by the meeting. The chair shall specify either that the meeting:
- 22.4.1 is to be adjourned to a particular date, time and place; or
- 22.4.2 shall be adjourned to a date, time and place to be appointed by the Trustees;
- and shall have regard to any directions as to date, time and place which have been given by the meeting.
- 22.5 If the meeting is adjourned until more than 14 days after the date on which it was adjourned, the Company shall give at least seven clear days' notice of it to the same persons to whom notice of the Company's General Meetings is required to be given and containing the same information which such notice is required to contain.
- 22.6 No business may be transacted at an adjourned General Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **23. Votes of Members**

- 23.1 Subject to the Act, at any General Meeting:
- 23.1.1 every Member who is present in person shall on a show of hands have one vote; and
- 23.1.2 every Member present in person shall on a poll have one vote.

## **24. Poll votes**

- 24.1 A poll may be demanded at any General Meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.
- 24.2 Polls must be taken immediately and in such manner as the chair of the meeting shall direct.

## **25. Notices etc**

- 25.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 25.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
- 25.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 25.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

- 25.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

- 25.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

## 26. Rules

The Trustees may in accordance with Article 10 from time to time adopt rules governing matters relating to the Company's administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members and the admission criteria for Members) and such rules shall be binding upon the Company and its Members. If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail. Any decision by the Trustees to amend any such duly adopted rules may only be made in accordance with Article 10.

## 27. Indemnity and insurance

- 27.1 Subject to Article 27.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

27.1.1 each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him or her as a Relevant Officer in the actual or purported execution and/or discharge of his or her duties, or in relation to them including any liability incurred by him or her in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or her capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

27.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in Article 27.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 27.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

- 27.3 The Trustees may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.

- 27.4 In this Article:

27.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

27.4.2 a **Relevant Loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

27.4.3 a **Relevant Officer** means the Secretary or any Trustee of the Company together with any past holders of such positions and roles.