

**Company No: 2868027**

**THE COMPANIES ACTS 1985 TO 2006**

**Private Company Limited By Guarantee**

**THE COLLEGE OF INTEGRATED CHINESE MEDICINE**

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**ARTICLES OF ASSOCIATION**

Adopted by special resolution on [●] 2019

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**PENNINGTONS  
MANCHES**

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Company No: 2868027

**THE COMPANIES ACTS 1985 TO 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**

**THE COLLEGE OF INTEGRATED CHINESE MEDICINE (COLLEGE)**  
**(ADOPTED BY SPECIAL RESOLUTION PASSED ON [•] 2019)**

**INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY**

**1. INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires:

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

**Articles:** means the College's articles of association for the time being in force;

**bankruptcy:** includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

**Board Chair:** has the meaning given in article 16.2;

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

**Chairperson:** has the meaning given in article 21.4;

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

**director:** means a director of the College and includes any person occupying the position of director, by whatever name called;

**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;

**Eligible Director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 18, any director whose vote is not to be counted in respect of the particular matter);

**Interested Director:** has the meaning given in article 18.1;

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

**Model Articles:** means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations

2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered **Model Article** is a reference to that article of the Model Articles;

**Objects:** means the objects of the College set out in article 2;

**ordinary resolution:** has the meaning given in section 282 of the Act;

**participate:** in relation to a director's meeting, has the meaning given in article 14;

**Principal:** means the person holding the position of Principal of the College from time to time and a **Joint Principal** is a person holding that position jointly with another;

**proxy notice:** has the meaning given in article 37.1;

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

**special resolution:** has the meaning given in section 283 of the Act;

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

**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 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and 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 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 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.
- 1.6 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.
- 1.7 The Model Articles and the regulations prescribed in the Companies (Tables A to F) Regulations 1985 shall not apply to the College.

## 2. OBJECTS

The objects for which the College is established (the **Objects**) are:

- 2.1 to provide education in the science and art of Acupuncture and Traditional Chinese Medicine and thereby promote high standards of practice in Acupuncture and Traditional Chinese Medicine for the protection and benefit of the public, to be available to any suitably qualified person regardless of colour, class, race, religion, gender, sexual orientation or disability provided such disability is compatible with the provision of safe and effective Acupuncture and Traditional Chinese Medical treatment;
- 2.2 to provide for, promote and engage in investigation and research into the science and art of Acupuncture and Traditional Chinese Medicine and to disseminate the results of such work;
- 2.3 to encourage the progress of and to improve standards of education and practice in Acupuncture and Traditional Chinese Medicine by providing post-graduate education for practitioners of Acupuncture and Traditional Chinese Medicine;
- 2.4 to provide education in treatment with Acupuncture and Traditional Chinese Medicine at preferential charges for members of the public regardless of colour, class, race, religion, gender, sexual orientation or disability where such members of the public would otherwise be deprived of such education and/or treatment by reason of financial hardship; and
- 2.5 to carry on any other trade or business which the directors consider, with the prior sanction of a special resolution, may conveniently be carried on in conjunction with the Objects set out in Articles 2.1 to 2.4,

PROVIDED ALWAYS that in these Objects Acupuncture and Traditional Chinese Medicine (being a system of health care practised in China from the most ancient times to the present day founded upon the underlying principles of internal medicine defined by that system) means the treatment of the human body for the purposes of therapy or prophylaxy by methods such as the puncture of, or the application of some form of stimulus to the skin, or the use of medicaments, or therapeutic exercise.

### **3. POWERS**

The College may exercise the following powers but only in furtherance of the Objects:

- 3.1 to purchase, take on lease or in exchange, hire or otherwise acquire, endow, furnish and fit out with all necessary furniture and other equipment, and maintain and manage such buildings and other premises as may from time to time be required;
- 3.2 to purchase, take in exchange, hire or otherwise acquire any personal property and any rights or privileges necessary or convenient for the promotion of the Objects;
- 3.3 to construct maintain and alter any buildings necessary or convenient for the work of the College;
- 3.4 to purchase or otherwise acquire land or lands or any estate or interest therein;

- 3.5 subject to such consents as may be required to sell, let, mortgage, dispose of or turn to account all, or any of the property or assets of the College as may be thought expedient with a view to the promotion of the Objects;
- 3.6 to undertake and execute any charitable trust which may lawfully be undertaken by the College and may be conducive to the Objects;
- 3.7 to establish and conduct institutions, Colleges, schools and centres for education and training in the principles and practice of Acupuncture and Traditional Chinese Medicine and to appoint professors, lecturers, demonstrators and: other academic or administrative or clerical staff, to conduct tests and examinations, and to award degrees, diplomas, certificates and other indices of distinction and to keep records of those persons qualified to practice Acupuncture and Traditional Chinese Medicine;
- 3.8 to employ all such officers and servants as may be required for the purposes of the College;
- 3.9 to charge fees for the tuition, membership and treatment to students, members and patients of the College respectively;
- 3.10 to give pensions and annuities or to provide charitable assistance to ex-officers and ex-servants of the College or their widows, widowers or dependants;
- 3.11 to institute, establish, contribute towards and administer scholarships, bursaries, grants, awards and other benefactions;
- 3.12 to carry on and promote research into the theory and practice of Acupuncture and Traditional Chinese Medicine and its effectiveness in treatment of the sick and to publish the results of such research;
- 3.13 to conduct lectures, classes, symposia, television and radio broadcasts, organise study trips, produce films and recordings, print, publish, circulate, sell, buy, manage or support books, periodicals and other literature, hold conferences and adopt all such other means as may be considered appropriate to promote the Objects and to charge fees to or recover expenses from any person, body or institution in connection with such activities;
- 3.14 to form or otherwise acquire and maintain, extend or improve, libraries, clinics sanatoria, and the like to provide and carry out all services incidental or ancillary thereto;
- 3.15 to provide clinical training to students and practitioners of Acupuncture and Traditional Chinese Medicine in general;
- 3.16 to publicise the Objects, to conduct appeals, to solicit, advertise for or otherwise request, and to receive hold and make use of donations or contributions, in specie or property of any kind for the purposes of the College and in the furtherance of its Objects;
- 3.17 To promote the Objects both within and outside the United Kingdom and to form or acquire or promote or affiliate with any charitable organisation having objects compatible with the Objects;

- 3.18 to take any gift of property whether subject to any special trust or not, for any one or more of the objects of the College;
- 3.19 subject to such consents as may be required by law, to raise or borrow money on any terms or conditions upon the security of debenture stock, debentures, mortgages of, or charges upon, all or any of the property and assets of the College present or future, or without any such security, and to make, accept, endorse, and execute promissory notes, bills of exchange and other negotiable instruments, and to issue and grant receipts and acknowledgements of monies received or held on deposit or otherwise.
- 3.20 to invest the money of the College not immediately required for its objects in or on such conditions (if any) and such consents as may for the time being be imposed or required by law and subject also as provided below;
- 3.21 to draw, make and accept bills of exchange, promissory notes and other negotiable instruments; and
- 3.22 to do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the Objects.

#### **4. INCOME**

- 4.1 The income and property of the College shall be applied solely towards the promotion of its Objects 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 College PROVIDED THAT nothing herein shall prevent any payment in good faith by the College:
- (a) of reasonable and proper remuneration to any director, Member, officer or servant of the College for any services rendered to the College.
  - (b) of interest at a reasonable and proper rate on money lent by any director or Member of the College;
  - (c) of reasonable and proper rent for premises demised or let by any director or Member of the College;
  - (d) of reasonable and proper fees or remuneration to any company in which a director or Member may hold shares;
  - (e) of reasonable out of pocket expenses to any director or Member in accordance with Article 25;
  - (f) the indemnification of a director who is also a Member in the circumstances set out in article 45.1; or
  - (g) the purchase of director indemnity insurance pursuant to article 45.3.

#### **5. WINDING UP**

If upon winding up or dissolution of the College 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 but shall be given or transferred to another body (charitable or otherwise) having objects similar to the Objects, or

if and so far as effect cannot be given to this then to some other charitable body. Such body shall be determined by 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 by resolution of the directors at or before the time of winding up or dissolution.

## **6. GUARANTEE**

The liability of the Members is limited. Every Member undertakes to contribute to the assets of the College in the event of the same being wound up during the time they are a Member or within one year afterwards for payment of the debts and liabilities of the College contracted before the time at which they ceased to be a Member, and of the costs and charges and expenses of the winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required but in any case not exceeding £5 (five pounds).

## **DIRECTORS**

### **7. DIRECTORS' GENERAL AUTHORITY**

Subject to the Articles, the directors are responsible for the management of the College's business in pursuance of the Objects, for which purpose they may exercise all the powers of the College.

### **8. MEMBERS' RESERVE POWER**

8.1 The Members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

### **9. DIRECTORS MAY DELEGATE**

9.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

9.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

9.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **10. COMMITTEES**

- 10.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- 10.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## **11. DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 11.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 12.
- 11.2 If:
- (a) the company only has one director, and
  - (b) no provision of the Articles requires it to have more than one director,
- the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

## **12. UNANIMOUS DECISIONS**

- 12.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 12.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 12.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

## **13. CALLING A DIRECTORS' MEETING**

- 13.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the secretary (if any) to give such notice.
- 13.2 Notice of any directors' meeting must indicate:
- (a) its proposed date and time;
  - (b) where it is to take place;
  - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting; and
  - (d) the general nature of the business to be conducted at the meeting.
- 13.3 Notice of a directors' meeting must be given in writing to each director.

13.4 A director who is absent from the UK and who has no registered address in the UK and has not supplied an address to which notices can be sent to him in electronic form shall not be entitled to notice of a directors' meeting.

#### 14. PARTICIPATION IN DIRECTORS' MEETINGS

14.1 Directors participate in a directors' meeting, or part of a directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with the Articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

14.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

14.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

#### 15. QUORUM FOR DIRECTORS' MEETINGS

15.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

15.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but subject to article 15.3, it must never be less than two Eligible Directors, and unless otherwise fixed it is two Eligible Directors.

15.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 18 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

15.4 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

- (a) to appoint further directors; or
- (b) to call a general meeting so as to enable the Members to appoint further directors.

#### 16. CHAIRING OF DIRECTORS' MEETINGS

16.1 The directors may appoint a director to chair their meetings.

16.2 The person so appointed for the time being is known as the **Board Chair**.

16.3 The directors may terminate the Board Chair's appointment at any time.

16.4 If the Board Chair is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

## 17. CASTING VOTE

- 17.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the Board Chair or other director chairing the meeting has a casting vote.
- 17.2 Article 17.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Board Chair or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).]

## 18. DIRECTORS' CONFLICTS OF INTEREST

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

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

- 18.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 18.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 18.6 Subject to Article 4, a director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the College for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the College in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 18.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and to Article 4, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the College:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the College or in which the College is otherwise (directly or indirectly) interested;
  - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
  - (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
  - (d) may act by himself or his firm in a professional capacity for the College (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
  - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any corporate body in which the College is otherwise (directly or indirectly) interested; and
  - (f) shall not, save as he may otherwise agree, be accountable to the College for any benefit which he (or a person connected with him (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 duty under section 176 of the Act.

## **19. RECORDS OF DECISIONS TO BE KEPT**

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

## **20. DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

The directors may make any rule which they think fit about how they take decisions (to the extent that it does not conflict with the Articles), and about how such rules are to be recorded or communicated to directors.

## **21. NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.

## **22. METHODS OF APPOINTING DIRECTORS**

22.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- (a) by ordinary resolution, or
- (b) by a decision of the directors.

22.2 Subject to Article 23 and section 303 of the Act, the Principal and any Joint Principal shall hold office as a director ex officio and shall be a director from the commencement of their employment in the relevant role.

22.3 In any case where, as a result of death, the company has no Members and no directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a director.

22.4 For the purposes of article 22.2, where 2 or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

## **23. TERMINATION OF DIRECTOR'S APPOINTMENT**

23.1 A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or

mentally incapable of acting as a director and may remain so for more than three months;

- (e) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
- (f) in the case of the Principal or a Joint Principal or Dean or Academic Director, they cease to be employed by the College in that capacity for any reason;
- (g) a special resolution is passed removing them from office;
- (h) a unanimous resolution of the directors (excluding the director in question) is passed removing them from office.

## **24. DIRECTORS' REMUNERATION**

- 24.1 Directors may undertake any services for the company that the directors decide.
- 24.2 Subject to Article 4, directors are entitled to such remuneration as the directors determine:
- (a) with the prior approval of a special resolution, for their services to the company as directors, and
  - (b) for any other service which they undertake for the company.
- 24.3 A director's remuneration may:
- (a) take any form, and
  - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 24.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 24.5 Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

## **25. DIRECTORS' AND MEMBERS' EXPENSES**

- 25.1 The College may pay any reasonable expenses which the directors or Members properly incur in connection with their attendance at:
- (a) meetings of directors or committees of directors,
  - (b) general meetings;
  - (c) any other meetings held under these Articles or any Rules made under these Articles,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the College.

## **26. SECRETARY**

The directors 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 directors so decide, appoint a replacement, in each case by a decision of the directors.

## **MEMBERS: BECOMING AND CEASING TO BE A MEMBER**

### **27. MEMBERSHIP**

27.1 The College shall admit to Membership an individual who:

- (a) applies to the College using the application process approved by the Members by ordinary resolution or as set out in any rules made pursuant to article 44 of these Articles; and
- (b) is approved by the Members by ordinary resolution.

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

27.2 An applicant for Membership must be proposed by a Member or a director and such proposal must be seconded by another Member or director.

27.3 The Members may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.

27.4 There shall be a minimum of 5 Members and a maximum of 9 Members. If the total number of Members for the time being is less than the minimum required, the directors may appoint additional Members until the minimum has been reached.

27.5 Members shall be bound to further, to the best of their ability, the Objects, to exercise their powers in relation to the Company in good faith and for the benefit of the College and not for any collateral purpose and shall observe any rules made pursuant to article 44 of these Articles.

### **28. CESSATION OF MEMBERSHIP**

28.1 A Member ceases to be a Member if they die or become bankrupt.

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

28.3 Membership is not transferable.

### **29. EXPULSION OF MEMBER**

29.1 The Members may terminate the Membership of any Member without his consent in accordance with the process set out in in this article 29.

- 29.2 By ordinary resolution, the Members may instruct the Chairperson to give a Member written notice that, in the reasonable opinion of the Members, the Member:
- (a) is guilty of conduct which has or is likely to have a serious adverse effect on the College or bring the College or any or all of the Members and directors into disrepute; or
  - (b) has acted or has threatened to act in a manner which is contrary to the interests of the College as a whole; or
  - (c) has failed to observe the terms of these Articles and the Rules.
- 29.3 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The Members must consider any representations made by the Member and following such consideration may pass an ordinary resolution to terminate that Member's Membership or to withdraw the notice.
- 29.4 The Chairperson shall inform the Member of the Members' decision. Following any termination, the Member shall be removed from the Register of Members by the secretary.
- 29.5 There shall be no right to appeal from a decision of the Members to terminate the Membership of a Member.

## **DECISION MAKING BY MEMBERS**

### **30. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 30.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 30.2 A person is able to exercise the right to vote at a general meeting when:
- 30.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - 30.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 30.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 30.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 30.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

### **31. QUORUM FOR GENERAL MEETINGS**

- 31.1 The quorum for the transaction of business at a general meeting, is three Members or proxies for a Member, present at that meeting.
- 31.2 No business other than the appointment of the Chairperson is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

### **32. CHAIRING GENERAL MEETINGS**

- 32.1 The Members shall, as the first business of the first general meeting in each calendar year, appoint a person to chair their meetings (the **Chairperson**) and such person shall chair any general meetings in that calendar year.
- 32.2 If the Members have not appointed a Chairperson, or if the Chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start, the meeting must appoint a Member to chair the meeting, and the appointment of the Chairperson must be the first business of the meeting.

### **33. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

- 33.1 Directors may attend and speak at general meetings, whether or not they are Members.
- 33.2 The Chairperson may permit other persons who are not members of the College to attend and speak at a general meeting.

### **34. ADJOURNMENT**

- 34.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairperson must adjourn it.
- 34.2 The Chairperson may adjourn a general meeting at which a quorum is present if:
- 34.2.1 the meeting consents to an adjournment, or
- 34.2.2 it appears to the Chairperson that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 34.3 The Chairperson must adjourn a general meeting if directed to do so by the meeting.
- 34.4 When adjourning a general meeting, the chairperson must:
- 34.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
- 34.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 34.4.3 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it

(that is, excluding the day of the adjourned meeting and the day on which the notice is given)

- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
- (b) containing the same information which such notice is required to contain.

34.5 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.

## **35. VOTES OF MEMBERS**

35.1 Subject to the Act, at any general meeting:

- (a) every Member who is present in person (or by proxy) shall on a show of hands have one vote; and
- (b) every Member present in person (or by proxy) shall on a poll have one vote.

35.2 In the event of an equality of votes, the Chairperson shall not have a second or casting vote.

35.3 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

35.4 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chairperson whose decision is final.

## **36. POLL VOTES**

36.1 A poll on a resolution may be demanded—

36.1.1 in advance of the general meeting where it is to be put to the vote, or

36.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

36.2 A poll may be demanded by:

36.2.1 the Chairperson;

36.2.2 the directors;

36.2.3 two or more persons having the right to vote on the resolution; or

36.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

36.3 A demand for a poll may be withdrawn if—

36.3.1 the poll has not yet been taken, and

36.3.2 the Chairperson consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made

36.4 Polls must be taken immediately and in such manner as the Chairperson directs.

### **37. PROXIES**

37.1 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the College 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 meeting) to which they relate;

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting

37.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

37.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

37.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### **38. DELIVERY OF PROXY NOTICES**

38.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

38.2 An appointment under a proxy notice may be revoked by delivering to the College a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

38.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

38.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

### **39. AMENDMENTS TO RESOLUTIONS**

39.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairperson may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

39.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- (a) the Chairperson proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

39.3 If the Chairperson, acting in good faith, wrongly decides that an amendment to a resolution is out of order, their error does not invalidate the vote on that resolution.

### **ADMINISTRATIVE ARRANGEMENTS**

#### **40. MEANS OF COMMUNICATION TO BE USED**

40.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- (a) 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 (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) 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.

40.2 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.

#### **41. COMPANY SEALS**

41.1 Any common seal of the College may only be used by the authority of the directors.

41.2 The directors may decide by what means and in what form any common seal is to be used.

41.3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

41.4 For the purposes of this article, an authorised person is:

- (a) any director of the company;
- (b) the company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

#### **42. RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Subject to any rules made under article 44, each Member shall be entitled on reasonable notice and within business hours to inspect any of the company's accounting or other records or documents and to enter any of the College's premises, provided that the Member has entered into confidentiality obligations in favour of the College in such form as may reasonably be required by the directors.

#### **43. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the College or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the College or that subsidiary.

#### **44. RULES**

The directors may establish rules governing matters relating to College administration that are required from time to time for the effective operation of the College which, when ratified by a special resolution, will be binding on the College, its directors and 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.

#### **45. INDEMNITY AND INSURANCE**

45.1 Subject to article 45.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the College's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
- (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
  - (ii) in relation to the College's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the College's (or any associated company's) affairs; and

- (b) the College may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 45.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

45.2 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.

45.3 The directors may decide to purchase and maintain insurance, at the expense of the College, for the benefit of any relevant officer in respect of any relevant loss.

45.4 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) 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 College, any associated company or any pension fund or employees' share scheme of the College or associated company; and
- (c) a **relevant officer** means any director or other officer or former director or other officer of the College or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the College (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).