



**iIRG**

INTERNATIONAL  
**INVESTIGATIVE  
INTERVIEWING**  
RESEARCH GROUP

## **International Investigative Interviewing Research Group (iIRG)**

### **Constitution**

#### **PART 1**

##### **INTERPRETATION AND LIMITATION OF LIABILITY**

1. Defined terms
2. Liability of members
3. Name
4. Objects
5. Powers

#### **PART 2**

##### **DIRECTORS**

###### **DIRECTORS' POWERS AND RESPONSIBILITIES**

6. Directors' general authority
7. Members' reserve power
8. Directors may delegate
9. Committees

###### **DECISION-MAKING BY DIRECTORS**

10. Directors to take decisions collectively
11. Unanimous decisions
12. Calling a directors' meeting
13. Participation in directors' meetings
14. Quorum for directors' meetings
15. Chairing of directors' meetings
16. Casting vote
17. Conflicts of interest
18. Records of decisions to be kept
19. Directors' discretion to make further rules

###### **APPOINTMENT OF DIRECTORS**

20. Directors
- 20A. Appointment of directors by members
- 20B. Appointment of directors by the board
- 20C. Other methods of appointing directors
21. Termination of director's appointment
- 21A. Retirement of directors
22. Directors' remuneration
23. Directors' expenses

### **PART 3**

#### **MEMBERS**

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

24. Applications for membership
25. Termination of membership
26. Expulsion of a member

##### **ORGANISATION OF GENERAL MEETINGS**

27. Attendance and speaking at general meetings
28. Notice of general meetings
29. Quorum for general meetings
30. Chairing general meetings
31. Attendance and speaking by directors and non-members
32. Adjournment

##### **VOTING AT GENERAL MEETINGS**

33. Voting: general
34. Errors and disputes
35. Poll votes
36. Content of proxy notices
37. Delivery of proxy notices
38. Amendments to resolutions

### **PART 4**

#### **ADMINISTRATIVE ARRANGEMENTS**

39. Means of communication to be used
40. Company seals
41. No right to inspect accounts and other records
42. Provision for employees on cessation of business
43. Indemnity
44. Insurance
45. Accounts
46. Dissolution of the company
47. Amendments to the constitution

**PART 1**  
**INTERPRETATION AND LIMITATION OF LIABILITY**

**Defined terms**

1. In these Articles, unless the context requires otherwise:
- “articles” means the company’s Articles of Association;
  - “bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
  - “Chairperson” has the meaning given in article 15;
  - “Chairperson of the meeting” has the meaning given in article 30;
  - “Committee” means any committee of the company as may be formally recognized by the Directors from time to time;
  - “Committee Member” means a member of a Committee;
  - “Companies Acts” and “Act” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;
  - “director” means a director of the company, 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 Companies Act 2006;
  - “member” has the meaning given in section 112 of the Companies Act 2006;
  - “ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;
  - “participate”, in relation to a directors’ meeting, has the meaning given in article 13;
  - “proxy notice” has the meaning given in article 36;
  - “special resolution” has the meaning given in section 283 of the Companies Act 2006;
  - “subsidiary” has the meaning given in section 1159 of the Companies Act 2006; 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.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the UK Companies Act (2006) as in force on the date when these articles become binding on the company.

**Liability of members**

2. The liability of each member is limited to £1, 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 is a member or within one year after he ceases to be a member, for:

- (a) payment of the company's debts and liabilities contracted before s/he ceases to be a member;
- (b) payment of the costs, charges and expenses of winding up, and;
- (c) adjustment of the rights of the contributories among themselves.

### **Name**

- 3.** The name of the company shall be the 'International Investigative Interviewing Research Group', a company registered by Guarantee in England and Wales (registration number: 07320417), hereinafter referred to as the company.

### **Objects**

**4.**

The objects of the company are:

- (a) to support and facilitate a worldwide network of professional people in relation to investigative interviewing techniques;
- (b) the promotion and enhancement of interviewing best practice with regards to victims, witnesses, suspects, and human intelligence sources;
- (c) to work with individuals and organisations throughout the world with the aim of improving investigative interviewing through research-informed practice whilst maintaining procedural safeguards, and;
- (d) such other activities as the directors in their sole discretion deem appropriate to the furtherance and / or improvement of investigative interviewing techniques and understanding.

### **Powers**

**5.**

The company may do all such lawful things as may further the company's objects and, in particular, but without limitation:

- (a) hold conferences and specialist masterclasses to underpin the aims of the company;
- (b) maintain an online and offline presence to disseminate information and other material to the members.
- (c) raise funds through sponsorship or any other means deemed suitable;

- (d) to buy, take on lease, or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (e) to sell, lease or otherwise dispose of all or any part of the property belonging to the company;
- (f) to borrow money and to charge the whole or any part of the property belonging to the company as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation;
- (g) to establish or support any other organizations, associations or institutions formed for any of the purposes included in these articles;
- (h) to develop collaborations and other formal friendships with external organizations (both nationally and internationally);
- (i) to employ and remunerate such staff as are necessary for carrying out the work of the company;
- (k) to provide Indemnity Insurance for the Directors and Committee Members
- (l) incorporate subsidiary companies to carry on any trade; and
- (m) 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 article 4.

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

##### **Directors' general authority**

- 6.** Subject to the articles, the Directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

##### **Members' reserve power**

**7.**

- (1) The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- (2) No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

##### **Directors may delegate**

**8.**

- (1) Subject to these articles, the Directors may delegate any of their powers or functions which are conferred on them under the articles to:

- (a) to such person or committee/s;
  - (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.
- (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.
- (3) The Directors may revoke any delegation in whole or part or alter its terms and conditions at any time.

### **Committees**

#### **9.**

- (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.
- (2) The Directors may from time to time make such reasonable and proper rules as they deem necessary or expedient for the proper conduct and management of the committee(s).
- (3) Each committee is required to have not less than one Director as a member.

## **DECISION-MAKING BY DIRECTORS**

### **Directors to take decisions collectively**

#### **10.**

- 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 of the Directors, or a decision taken in accordance with Article 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.

### **Unanimous decisions**

#### **11.**

- (1) A decision of the Directors is taken in accordance with this Article when at least a simple majority of the Directors indicate to each other by any means that they share a common view on a matter.
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- (3) References in this article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- (4) 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.

### **Calling a Directors' meeting**

#### **12.**

- (1) Any Director may call a Directors' meeting by giving notice of the meeting to the other Directors, or by authorising the company secretary (if any) to give such notice.
- (2) Notice of any Directors' meeting must indicate:
  - (a) its proposed date and time;
  - (b) where it is to take place; and
  - (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.
- (3) Notice of a Directors' meeting must be given to each other Director but need not be in writing.
- (4) Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

### **Participation in Directors' meetings**

#### **13.**

- (1) Subject to these Articles, 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.
- (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.

- (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.

### **Quorum for Directors' meetings**

#### **14.**

- (1) At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed, it is two.
- (3) If the total number of Directors 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.

### **Chairing of Directors' meetings**

#### **15.**

- (1) The Directors may appoint another Director to chair their meetings.
- (2) The person so appointed for the time being is known as the Chairperson.
- (3) The Directors may terminate the Chairperson's appointment at any time.
- (4) If the Chairperson 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.

### **Casting vote**

#### **16.**

- (1) If the numbers of votes for and against a proposal are equal, the Chairperson or other Director chairing the meeting has a casting vote.
- (2) But this does not apply if, in accordance with these articles, the Chairperson or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

### **Conflicts of interest**

#### **17.**

- (1) If a proposed decision of the Directors is concerned with an actual or proposed

transaction or arrangement with the company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

- (2) But if paragraph (3) applies, a Director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when:
  - (a) the company by ordinary resolution disappplies the provision of the articles which would otherwise prevent a Director from being counted as participating in the decision-making process;
  - (b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
  - (c) the Director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes:
  - (a) a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
  - (b) subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
  - (c) arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.
- (5) Provided that for the purposes of article 17(4)(c), benefits shall not include remuneration under contracts of employment or for services.
- (6) For the purposes of this article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- (7) Subject to paragraph (7) below, if a question arises at a meeting of Directors or of a committee as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairperson whose ruling in relation to any Director other than the Chairperson is to be final and conclusive.
- (8) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairperson, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## **Records of decisions to be kept**

### **18.**

The Directors must 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 Directors.

#### **Directors' discretion to make further rules**

#### **19.**

- (1) Subject to these articles, the Directors may make any rule, which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to other Directors and the Committees.
- (2) The Directors may make such rules and by-laws as they deem fit, including but not limited to, rules and by-laws for the proper governance and financial management of the company, and the conduct of its members.

### APPOINTMENT OF DIRECTORS

#### **Directors**

#### **20.**

- (1) No one may be appointed a Director if he or she would be disqualified from acting under the provisions of article 21
- (2) The number of Directors shall not be less than two and unless otherwise determined by ordinary resolution, the maximum number shall be 7.

#### **Appointment of Directors by the members**

#### **20A.**

- (1) No person may be appointed as a Director at any general meeting unless:
  - (a) they are recommended for re-election by the Directors; or
  - (b) a member of the company has given notice to the company of that:
    - (i) is signed by the member entitled to vote at the meeting;
    - (ii) states the member's intention to propose the appointment of a person as a Director;
    - (iii) contains the details that, if the person were to be appointed, the company would have to file at Companies House, and;
    - (iv) is signed by the person who is to be proposed to show his or her willingness to be appointed.
- (2) Any notice given to members of a general meeting in accordance with these articles, must include notice of any resolution to be put to the meeting to appoint a Director other than a Director appointed in accordance with article 20A(1)(a).

- (3) Every Director appointed at a general meeting must be appointed for a fixed term of three years.

### **Appointment of Directors by the board**

#### **20B**

- (1) The Directors may appointment a person who is willing to be a Director
- (2) A Director appointed by a resolution of the other Directors must be appointed for a fixed term of three years.

### **Other methods of appointing Directors**

#### **20C**

- (1) 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.
- (2) For the purposes of paragraph (1), where two 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.

### **Termination of Director's appointment**

#### **21.**

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) that person ceases to be a member of the company
- (c) a bankruptcy order is made against that person;
- (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (e) 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;
- (f) 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 (but only if at least two Directors will remain in office when such resignation has taken effect)

(g) at a general meeting of the company, a resolution is passed that the Director be removed from office, provided the meeting has invited the views of the Director concerned and considered the matter in the light of such views.

## **Retirement of Directors**

### **21A**

- (1) A Director who has served for two consecutive fixed terms of three years will be required to retire and shall not be eligible for reappointment unless:
  - (a) an interval of at least one year has passed since retirement, or
  - (b) the other Directors unanimously agree to allow the Director to serve further consecutive terms of three years.

## **Directors' remuneration**

### **22.**

- (1) Directors may undertake any services for the company that the Directors and/or the Executive Committee or Scientific Committee may decide.
- (2) Directors are entitled to such reasonable remuneration as they determine:
  - (a) for their services to the company as Directors, and;
  - (b) for any other service which they undertake for the company.
- (3) Subject to the articles, 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.
- (4) Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- (5) Unless the Directors decide otherwise, Directors are not accountable to the company or any committee 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.
- (6) Directors shall not be entitled to vote or count in the quorum for the purpose of decisions relating to their remuneration or contract of employment or services. Where in the circumstances, the total number of unconflicted Directors remaining is less than quorum, the decision relating to matters under article 22 shall be referred to a committee authorised to consider such matters, providing the conflicted Director shall not take part in such decision of the committee.

## **Directors' expenses**

### **23.**

The company may pay any reasonable expenses to Directors which they properly incur in connection with their attendance at:

- (a) meetings of Directors or committees,
- (b) general meetings, or
- (c) separate meetings of the holders of debentures of the company,

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

## **PART 3 MEMBERSHIP**

### **Applications for membership**

#### **24.**

- (1) The company may admit to the membership an individual or organization which:
  - (a) satisfies any membership criteria as may be decided by the Directors from time to time; and
  - (b) applies to the company using the application process approved by the Directors; and
  - (c) is approved by the Directors.
- (2) The Directors may in their absolute discretion, decline to accept any application for membership and need not give reasons for doing so.
- (3) The Directors may prescribe criteria for membership of the company but shall not be obliged to accept persons or organisation fulfilling those criteria as members.
- (4) Any person or organisation approved in accordance with 24(1) shall be eligible to become a member on payment of the appropriate membership fee, the amount of which shall be determined by the Directors from time to time.

### **Termination of membership**

#### **25.**

- (1) A member may withdraw from membership by giving 7 days' notice to the company in writing.
- (2) Membership is not transferable.

- (3) Membership will terminate immediately when a member dies or becomes bankrupt (if an individual) or goes in to receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company).

### **Expulsion of a member**

#### **26.**

- (1) The directors may terminate the membership of any member without his consent by giving the member written notice if, in the reasonable opinion of the directors, the member:
- (a) is 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 directors into disrepute; or
  - (b) has acted or has threatened to act in a manner which is contrary to the interests of the company as a whole; or
  - (c) has failed to observe the terms of these articles and the Rules (if any) from time to time in force.

Following such termination, the member shall be removed from the register of members.

- (2) The notice to the member in article 26(1) must give the member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The Directors must consider any representations made by the member and inform the member of their decision following such consideration. There shall be no right to appeal from a decision of the Directors to terminate the membership of a member.
- (3) A member whose membership is terminated under this article shall not be entitled to a refund of any subscription or membership fee.

## **ORGANISATION OF GENERAL MEETINGS**

### **Attendance and speaking at general meetings**

#### **27.**

- (1) A member is able to exercise the right to speak at a general meeting when that member 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.
- (2) A member is able to exercise the right to vote at a general meeting when:
- (a) that member is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - (b) that member'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.

- (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.
- (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.
- (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.

### **Notice of general meetings**

#### **28.**

- (1) The minimum period of notice required to hold a general meeting of the members is 14 days.
- (2) A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.
- (3) The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. The notice must also contain a statement setting out the right of members to appoint a proxy under Section 324 of the UK Companies Act (2006).
- (4) The notice outlined in (3) above, must be given to every member of the company and to the Directors.
- (5) The proceedings at a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the company.

### **Quorum for general meetings**

#### **29.**

- (1) No business other than the appointment of the Chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- (2) In the case of the company only having one member, one Qualifying Person present at a meeting is quorum, in any other case, not less than one fifth of Qualifying Persons present at a meeting is quorum.
- (3) "Qualifying person" has the meaning given in s318(3) of the Companies Act 2006
- (4) A quorum is the lesser of [40] members or one twentieth of the membership entitled to attend and vote at the meeting who are present in person or by proxy.
- (5) In the event of the company having only one member, the quorum shall be one member.

### **Chairing general meetings**

### **30.**

- (1) If the Directors have appointed a Chairperson, the Chairperson shall chair general meetings if present and willing to do so.
- (2) If the Directors 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:

- (a) the Directors present, or
- (b) (if no Directors are present), the meeting,

must appoint a Director or member to chair the meeting, and the appointment of the Chairperson of the meeting must be the first business of the meeting.

- (3) The person chairing a meeting in accordance with this article is referred to as “the Chairperson of the meeting”.

### **Attendance and speaking by directors and non-members**

### **31.**

- (1) Directors may attend and speak at general meetings.
- (2) The Chairperson of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

### **Adjournment**

### **32.**

- (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 of the meeting must adjourn it.
- (2) The Chairperson of the meeting may adjourn a general meeting at which a quorum is present if:
  - (a) the meeting consents to an adjournment, or
  - (b) it appears to the Chairperson of the meeting 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.
- (3) The Chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the Chairperson of the meeting must:
  - (a) 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

- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) 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 seven (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.
- (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.

## VOTING AT GENERAL MEETINGS

### **Voting: general**

- 33.** 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.

### **Errors and disputes**

**34.**

- (1) 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.
- (2) Any such objection must be referred to the Chairperson of the meeting whose decision is final.

### **Poll votes**

**35.**

- (1) A poll on a resolution may be demanded:
  - (a) in advance of the general meeting where it is to be put to the vote, or
  - (b) 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.
- (2) A poll may be demanded by:
  - (a) the Chairperson of the meeting;
  - (b) the Directors;
  - (c) two or more persons having the right to vote on the resolution; or
  - (d) 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.

- (3) A demand for a poll may be withdrawn if:
  - (a) the poll has not yet been taken, and
  - (b) the Chairperson of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the Chairperson of the meeting directs.

### **Content of proxy notices**

#### **36.**

- (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 company in accordance with these articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (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.
- (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.

### **Delivery of proxy notices**

#### **37.**

- (3) 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.
- (4) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

- (5) 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.
- (6) 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 appointor's behalf.

### **Amendments to resolutions**

#### **38.**

- (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 of the meeting may determine), and;
  - (b) the proposed amendment does not, in the reasonable opinion of the Chairperson of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - (a) the Chairperson of the meeting 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.
- (3) If the Chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairperson's error does not invalidate the vote on that resolution.

## **PART 4**

### **ADMINISTRATIVE ARRANGEMENTS**

#### **Means of communication to be used**

#### **39.**

- (1) Subject to these articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- (2) Subject to these articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

- (3) A Director may agree with the company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

#### **Company seals**

#### **40.**

- (1) Any common seal may only be used by the authority of the Directors.
- (2) The Directors may decide by what means and in what form the common seal is to be used.
- (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.
- (4) For the purposes of this article, an authorised person is:
- (a) any Directors 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.

#### **No right to inspect accounts and other records**

- 41.** Except as provided by law or authorised by the Directors, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member.

#### **Provision for employees on cessation of business**

- 42.** The Directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a Director or former Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

#### **Indemnity**

#### **43.**

- (1) Subject to paragraph (2), a relevant Director of the company or an associated company may be indemnified out of the company's assets against:
- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company;
  - (b) any liability incurred by that Director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);

- (c) any other liability incurred by that Director as an officer of the company or an associated company.
- (2) This article does not authorise any indemnity, which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- (3) 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 Director” means any Director or former director of the company or an associated company.

## **Insurance**

### **44.**

- (1) The Directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant Director or Committee Member in respect of any relevant loss.
- (2) In this article:
  - (a) a “relevant Director” means any Director or former Director of the company or an associated company,
  - (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director’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
  - (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## **Accounts**

### **45.**

The Directors must prepare and maintain such accounts and accounting records as may be required by the Companies Act from time to time.

## **Dissolution**

### **46.**

- (1) The members of company may at any time before, and in expectation of its dissolution, resolve that any net assets of the company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the company, be applied or transferred in any of the following ways:
  - (a) directly for the objects; or

- (b) by transfer to any other not for profit or charitable body for purposes similar to the objects; or
  - (c) to any not for profit company or charitable body for use for particular purposes that fall within the objects.
- (2) Subject to any such resolution of the members of the company, the Directors of the company may at any time before and in expectation of its dissolution, resolve that any net assets of the company after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the company be applied or transferred:
- (a) directly for the objects; or
  - (b) by transfer to any other not for profit or charitable body for purposes similar to the objects; or
  - (c) to any not for profit company or charitable body for use for particular purposes that fall within the objects.
- (3) In the event that no distribution can be made under article 46(1) or 46(2), the members shall appoint by ordinary resolution a body or bodies to receive any such assets.

#### **Amendments to the Constitution**

#### **47.**

Amendments to this constitution may be proposed by the Directors but must be approved by the passing of a special resolution of the members.

