

COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
THE COMMITTEE ON THE ADMINISTRATION OF JUSTICE LTD

COMPANIES ACT 2006

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

MEMORANDUM OF ASSOCIATION

OF

THE COMMITTEE ON THE ADMINISTRATION OF JUSTICE LTD

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.

NAMES AND ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

REDACTED TO REMOVE PERSONAL DATA

Dated 20 June 1997

Witness to the above signatures:

REDACTED TO REMOVE PERSONAL DATA

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

THE COMMITTEE ON THE ADMINISTRATION OF JUSTICE LTD

1. The company's name is THE COMMITTEE ON THE ADMINISTRATION OF JUSTICE LTD (and in this document it is called the "Company").
2. INTERPRETATION

2.1. In these Articles:

"address" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Company;

"the Articles" means the Company's articles of association;

"Authorised Representative" means an individual who is authorised by an affiliated organisation to act on its behalf at meetings of the Company and whose name is notified to the Company in accordance with the Articles;

"clear days" in relation to the period of a notice means a period excluding:

- the day when the notice is given or deemed to be given; and
- the day for which it is given or on which it is to take effect;

"Company Acts" means the Companies Acts (as defined in s.2 of the Companies Act 2006) insofar as they apply to the Company;

"The Company" means the company intended to be regulated by the Articles;

"Conflicted Director" means a Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Director or person connected to a Director is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company;

"Co-opted Director" means a Director co-opted by the Directors in accordance with Article 20.1;

"the Directors" means the directors of the Company. The Directors are Company Directors as defined by the Companies Acts;

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

"electronic form" has the meaning given in s. 1168 of the Companies Act 2006;

"the Executive" means all the Directors of the Company or the board of Directors;

"the Human Rights Trust" means The Human Rights Trust, a company incorporated in Northern Ireland with company registration number NI32607 which is a charity with HMRC recognition HMRC No.XR36499;

"Material Benefit" means a benefit which may or may not be financial but which has monetary value;

"**the Memorandum**" means the Company's memorandum of association;

"**the Objects**" means the objects of the Company as defined in Article 5;

"**Officers**" includes the Executive and the Secretary (if any);

"person connected to a Director" means (a) a child, parent, grandchild or grandparent of a Director, (b) the spouse or civil partner of a Director or anyone falling within paragraph (a), (c) a person carrying on business in partnership with a Director or with any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together), (e) a body corporate in which a Director or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);

"**the seal**" means the common seal of the Company, if it has one;

"Secretary" means any person appointed to perform the duties of the secretary of the Company;

"**the United Kingdom**" means Great Britain and Northern Ireland; and

words importing one gender shall include all genders, and the singular includes the plural and vice versa.

2.2. Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Company.

2.3. Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

3. LIABILITY OF MEMBERS

- 3.1. The liability of the members is limited.
 - 3.2. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he/she is a member, or within one year of him/her ceasing to be a member, for payment of the Company's debts and liabilities contracted before he/she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of rights among themselves, such amount as may be required, not exceeding one pound.
4. The Company's registered office is to be situate in Northern Ireland.
 5. OBJECTS
 - 5.1. The Company's objects are to advance measures in support of the work of the Human Rights Trust and in particular to secure the highest standards in the administration of justice in Northern Ireland, to defend and advance civil liberties and the rights and freedoms recognised by international human rights law, to monitor the operation of the system of justice and to campaign for reforms and to give co-operation, assistance and encouragement on an international basis to the defence and advancement of civil liberties and the rights and freedoms recognised by international human rights law.
 - 5.2. The Company shall be non-party political, anti-sectarian and non-profit making and shall take no position on matters relating to the constitutional status of the area of Northern Ireland. This Article shall not prevent the Company from dealing with a Bill of Rights.
 6. POWERS
 - 6.1. The Company has the following powers, which may be exercised only in promoting the Objects:
 - 6.1.1. to promote or carry out research;
 - 6.1.2. to increase the awareness of the general public in relation to the Objects of the Company;
 - 6.1.3. to provide advice and other services;
 - 6.1.4. to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences, broadcasts or courses of instruction;
 - 6.1.5. to publish or distribute information in any format;
 - 6.1.6. to co-operate with other bodies;
 - 6.1.7. to enter into any funding or other arrangement and to obtain any rights, concessions, privileges, licences and/or permits;

- 6.1.8. to establish, participate in and/or support (financially or otherwise) groups, forums, associations, federations or organisations with purposes which are within the Objects;
- 6.1.9. to set up, make grants to, support or administer other organisations and charities and undertake and execute trusts or charitable trusts;
- 6.1.10. to raise funds and to remit any funds to the Human Rights Trust;
- 6.1.11. to accept any gift of money, property or other assets whether subject to any special trusts or not;
- 6.1.12. to borrow money and give security for loans;
- 6.1.13. to acquire or lease property or hire property rights or privileges or services of any kind and to construct, restore, improve, maintain and alter such property;
- 6.1.14. to let or dispose of or turn to account property of any kind;
- 6.1.15. to make planning applications, applications for consent under by-laws or building regulations or other similar applications;
- 6.1.16. to pay any rent and other outgoings and expenses and execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 6.1.17. to purchase lease or hire and operate and maintain any equipment or materials necessary or convenient for the administration of the Company;
- 6.1.18. to make grants or loans of money and to give guarantees (whether at interest or not) or other payments to any other person or body of persons (whether individual or corporate and whether itself charitable or formed for charitable purposes or not);
- 6.1.19. to set aside funds for special purposes or as reserves against future expenditure;
- 6.1.20. to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 6.1.21. to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 6.1.22. to pay the premium in respect of any insurance or indemnity to cover the liability of any members of the Executive acting with the approval of the Executive which by virtue of any rule of law would

otherwise attach to them or him or her in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Company, provided that any such insurance or indemnity shall not extend to any claim arising from wilful fraud or wrongdoing or wilful neglect or default on the part of a member of the Executive;

- 6.1.23. to employ paid or unpaid agents, staff or advisers;
- 6.1.24. to provide and contribute to superannuation or pension funds for the employees and workers of the Company or any of them or otherwise to make provision for such employees and workers, their dependants and children;
- 6.1.25. to enter into contracts to provide services to or on behalf of other bodies;
- 6.1.26. to establish, amalgamate or co-operate with, support, subscribe to or pay sums of money to, become a member or affiliate or associate of, or act as trustee, agent, or nominee to control or manage any charitable or public institution, trust, association or corporate or unincorporated body;
- 6.1.27. to buy or obtain all or any part of the property, assets and liabilities or carry out all or any part of the engagements of any one or more of the bodies with which the Company is authorised to amalgamate;
- 6.1.28. to transfer all or any part of the Company's property, assets, liabilities and engagements to any one or more of the bodies which the Company may be authorised to amalgamate, subject to any consents required by law;
- 6.1.29. to enter into and carry into effect agreements or arrangements with associations, institutions, companies or individuals which are reasonably necessary for the attainment or furtherance of the Company's Objects of any of them;
- 6.1.30. to establish, participate in and support (financially or otherwise) groups, associations, federations or organisations with purposes which are within the Objects;
- 6.1.31. to establish or acquire subsidiary companies to assist or act as agents for the Company;
- 6.1.32. to pay the reasonable and proper costs of forming and administering the Company; and
- 6.1.33. to do anything else within the law which the Directors believe will promote or help to promote the Objects.

7. MEMBERSHIP AND AFFILIATION

- 7.1. The members of the Company at the date of adoption of these Articles shall be those persons whose names appear on the register of members of the Company.
- 7.2. Membership of the Company is open to all individuals whose application for membership is approved by the Executive and who:
 - 7.2.1. complete and sign the Company's membership form containing a declaration to support and comply with these Articles; and
 - 7.2.2. pay the appropriate membership fee.
- 7.3. Membership may be terminated by the Executive for failure to pay the membership fee within four months of the due date and the membership shall be reinstated automatically on payment of such fee and all arrears.
- 7.4. The provisions relating to termination, expulsion and suspension of membership or affiliation are contained in Article 9.
- 7.5. The membership year shall run from 1st January to the following 31st December.
- 7.6. Affiliation to the Company shall be available to any organisation whose application for affiliation is approved by the Executive and which:
 - 7.6.1. completes and signs the Company's application form containing a declaration to support and comply with these Articles; and
 - 7.6.2. pays the appropriate affiliation fee.

Affiliation on similar terms shall be available to employees of the Company.
- 7.7. Any organisation that is affiliated to the Company may nominate any person to act as its Authorised Representative at any meeting of the Company.
- 7.8. An organisation that is affiliated to the Company must give written notice to the Company of the name of its Authorised Representative. The Authorised Representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The Authorised Representative may continue to represent the organisation until written notice to the contrary is received by the Company.
- 7.9. Any notice given to the Company will be conclusive evidence that the Authorised Representative is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the Authorised Representative has been properly appointed by the organisation.
- 7.10. Membership is not transferable.

- 7.11. The Directors must keep a register of names and addresses of the members and affiliates.
- 7.12. Membership rights for members include rights, in relation to annual general meetings and general meetings, to:
 - 7.12.1. receive notifications and minutes;
 - 7.12.2. propose or second motions or amendments to motions;
 - 7.12.3. speak and vote; and
 - 7.12.4. rights to sign requisitions for general meetings; and other rights contained in or arising from these Articles and the Companies Acts.

Membership rights shall not be available during periods of suspension.

- 7.13. Affiliated organisations and employees of the Company are entitled to receive notifications and minutes of meetings, to attend and speak at meetings but not to vote.
- 7.14. The Directors may alter the rights and objects of affiliated organisations at any time on reasonable notice in writing.

8. CLASSES OF MEMBERSHIP

- 8.1. The Directors may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.
- 8.2. The Directors may not directly or indirectly alter the rights or obligations attached to a class of membership.
- 8.3. The rights attached to a class of membership may only be varied if:
 - 8.3.1. three-quarters of the members of that class consent in writing to the variation; or
 - 8.3.2. a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.
- 8.4. The provisions in the Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

9. TERMINATION OF MEMBERSHIP

- 9.1. Membership is terminated if:
 - 9.1.1. the member dies;

- 9.1.2. the member resigns by written notice to the Company unless, after the resignation, there would be fewer members than is required to form a quorum;
 - 9.1.3. any sum due from the member to the Company is not paid in full within four months of it falling due and the Directors resolve to terminate the membership of the Company;
 - 9.2. On being satisfied that the conduct or activities of a Company member or affiliate are such as to be contrary to these Articles as amended or otherwise seriously detrimental to the Company's interests or public image, the Executive may by decision taken at a meeting either expel the member or affiliate from the Company; or suspend the member or affiliate from membership or affiliation for such period and subject to such conditions as the Executive may decide, provided that:
 - 9.2.1. the member or affiliate is given at least 14 days prior written notice (indicating the details of the alleged conduct or activities) that the matter will be placed on the agenda of the meeting for decision; and
 - 9.2.2. at the meeting, the member or affiliate is given an opportunity to be heard and to submit evidence in defence and in reply to the allegations, before a decision is reached.
 - 9.3. Where a complaint of alleged conduct or activities is brought under Article 9.2:
 - 9.3.1. against a member of the Executive; or
 - 9.3.2. by or on behalf of a member of the Executive such member shall take no part (as a member of the Executive) in:
 - 9.3.2.1. those parts of Executive meetings nor
 - 9.3.2.2. other decisions relating to the matter.
 - 9.4. Company members who serve on the Executive or on a sub-group shall cease to be members of the Executive or sub-group during any periods of suspension and on expulsion from membership.
10. BENEFITS TO MEMBERS AND DIRECTORS
- 10.1. The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members of the Company but:
 - 10.1.1. Members who are not Directors may be employed by the Company;
 - 10.1.2. Members (including Directors) may enter into contracts with the Company and receive reasonable payment for goods or services supplied;

- 10.1.3. Members (including Directors) may be paid interest at a reasonable rate on money lent to the Company;
- 10.1.4. Members (including Directors) may be paid a reasonable rent or hiring fee for property let or hired to the Company;
- 10.1.5. Members and Directors who are beneficiaries may receive charitable benefits in that capacity;
- 10.2. A Director must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Company except:
 - 10.2.1. as mentioned in Articles 6.1.22 (Director insurance), 10.1.3 (loans), 10.1.4 (rent), 10.1.5 (as a beneficiary) or 10.3 (contractual payments);
 - 10.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) in accordance with the expenses policy of the Company, actually incurred in running the Company;
 - 10.2.3. an indemnity in respect of any liabilities properly Incurred in running the Company or otherwise to the extent permitted by the Companies Acts;
 - 10.2.4. payments to any company in which a Director has no more than a 1% shareholding;
 - 10.2.5. in exceptional cases, other payments or benefits (but only with the prior written approval of the Commission where it is empowered to do so).
- 10.3. Any Director (or any person connected to a Director whose remuneration might result in a Director obtaining a Material Benefit) may enter into a contract with the Company to supply goods or services in return for a payment or other Material Benefit but only if:
 - 10.3.1. the goods or services are actually required by the Company;
 - 10.3.2. the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 26; and
 - 10.3.3. in any financial year, no more than one half of the Directors are subject to such a contract (or have a person connected to them who is subject to such a contract).

11. GENERAL MEETINGS

- 11.1. An annual general meeting must be held each year and not more than fifteen months may elapse between successive annual general meetings.
- 11.2. The Directors may call a general meeting at any time.

- 11.3. A general meeting may be called on a written request to the Directors from members entitled to exercise at least 10% of the voting rights of members or, if more than twelve months have passed since the Company last held a general meeting, from members entitled to exercise at least 5% of the voting rights of members.
- 11.4. On receipt of a written request made pursuant to Article 11.3, the Directors must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the meeting.
- 11.5. The business of the annual general meeting shall be to:
 - 11.5.1. receive and consider the annual report and accounts;
 - 11.5.2. elect the Chairperson and Vice Chairperson and the remaining members of the Executive;
 - 11.5.3. take decisions on fees for membership, affiliation and related matters;
 - 11.5.4. appoint an auditor; and
 - 11.5.5. consider any specific business detailed on the notice of the meeting.

12. NOTICE OF GENERAL MEETINGS

- 12.1. The minimum period of notice required to hold a general meeting or the annual general meeting of the Company is fourteen clear days.
- 12.2. 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 percent of the total voting rights.
- 12.3. The notice of a general meeting must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and Article 14.
- 12.4. The notice of a general meeting must be given to all the members, affiliated organisations, employees of the Company and to the Directors and auditors.
- 12.5. The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the general meeting did not receive it because of an accidental omission by the Company.

13. PROCEEDINGS AT GENERAL MEETINGS

- 13.1. No business shall be transacted at any general meeting unless a quorum is present.
- 13.2. A quorum is:
 - 13.2.1. 25 members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting; or
 - 13.2.2. one tenth of the total membership at the time,whichever is the lesser.
- 13.3. The Authorised Representative of an affiliated organisation and employees of the Company shall not be counted in the quorum.
- 13.4. If:
 - 13.4.1. a quorum is not present within half an hour from the time appointed for the meeting; or
 - 13.4.2. during a meeting a quorum ceases to be present,the meeting shall be adjourned to such time and place as the Directors shall determine.
- 13.5. The Directors must reconvene the meeting and must give at least seven days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 13.6. If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the meeting shall be dissolved.
- 13.7. General meetings shall be chaired by the person who has been appointed to chair meetings of the Directors.
- 13.8. If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Director nominated by the Directors shall chair the meeting.
- 13.9. If there is only one Director present and willing to act, he or she shall chair the meeting.
- 13.10. If no Director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.
- 13.11. The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.

- 13.12. The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 13.13. No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 13.14. If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 13.15. Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
 - 13.15.1. by the person chairing the meeting; or
 - 13.15.2. by at least two members present in person or by proxy and having the right to vote at the meeting; or
 - 13.15.3. by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 13.16. The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 13.17. The result of the vote must be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded.
- 13.18. A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 13.19. If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 13.20. A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- 13.21. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 13.22. A poll is demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 13.23. A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- 13.24. The poll must be taken within thirty days after it has been demanded.

- 13.25. If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 13.26. If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

14. CONTENT OF PROXY NOTICES

- 14.1. Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
 - 14.1.1. states the name and address of the member appointing the proxy;
 - 14.1.2. identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 14.1.3. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 14.1.4. is delivered to the Company in accordance with the Articles and any instruction contained in the notice of the general meeting to which they relate.
- 14.2. The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 14.3. 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.
- 14.4. Unless a proxy notice indicates otherwise, it must be treated as:
 - 14.4.1. 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
 - 14.4.2. 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.

15. DELIVERY OF PROXY NOTICES

- 15.1. 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.
- 15.2. 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.

- 15.3. 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.
- 15.4. 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.

16. WRITTEN RESOLUTIONS

- 16.1. A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
 - 16.1.1. a copy of the proposed resolution has been sent to every eligible member;
 - 16.1.2. a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
 - 16.1.3. it has been received at the registered office within a period of 28 days beginning with the circulation date.
- 16.2. A resolution in writing may comprise several copies to which one or more members have signified their agreement.

17. VOTES OF MEMBERS

- 17.1. Subject to Article 8, every member shall have one vote.
- 17.2. Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

18. DIRECTORS

- 18.1. A Director must be a natural person aged 16 years or older.
- 18.2. No one may be appointed a Director if he or she would be disqualified from acting under the provisions of Article 21.
- 18.3. The number of Directors shall be not less than 7 and nor more than 11 persons (unless otherwise determined by ordinary resolution).
- 18.4. The Directors at the date of adoption of these Articles shall be those persons appearing on the register at Companies House as the Directors of the Company at that date.
- 18.5. A Director may not appoint an alternate Director or anyone to act on his or her behalf at meetings of the Directors.

19. POWERS OF DIRECTORS

- 19.1. The Directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution.
- 19.2. No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.
- 19.3. Any meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.

20. APPOINTMENT OF THE EXECUTIVE

- 20.1. The Executive is the board of Directors and shall consist of up to 9 persons elected at an annual general meeting or at a general meeting called for the purpose from members of the Company and of up to four other members of the Company as may be co-opted by the Executive so elected.
- 20.2. At the annual general meeting subsequent to the passage of the special resolution on [date] one-third of the Directors or, if their number is not three or a multiple of three, the number nearest to one-third, must retire from office and are eligible for re-election. The Directors to retire by rotation shall be those who have been longest in office since their last appointment. If any Directors became or were appointed Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. The names of those to retire shall be listed on the notice of the annual general meeting together with the information that they are eligible for re-election and nomination. If a Director is required to retire at an annual general meeting by a provision of the Articles, and is not re-elected, the retirement shall take effect upon the conclusion of the meeting.
- 20.3. The Executive appointed under Article 20.2 shall elect from its number a Chairperson, Vice-Chairperson, Treasurer and any other position it decides. No individual Director may serve in the position of Chairperson for more than five consecutive years.
- 20.4. Nominations for election of members of the Executive shall be signed by at least two members of the Company and delivered to the Company's registered office at least 14 days before the meeting.
- 20.5. In the event of nominations being so made for members of the Executive, only those nominated will be eligible for election to such office. If no or less than 9 nominations are received for members of the Executive, nominations (made by at least 2 members of the Company present at the meeting) may be made at the meeting for election to the vacancies so occurring.
- 20.6. All persons nominated for members of the Executive must have been Company members for at least 3 months prior to nomination and must indicate their consent in writing to the nomination.

- 20.7. If less than 9 nominations are received for members of the Executive either under Article 20.4 or 20.5, the Executive elected at the meeting may fill such positions by co-option, at a later meeting of the Executive.
- 20.8. Members elected or co-opted to serve on the Executive shall hold office (while they are members of the Company) until the election of the Executive at the following annual general meeting (or at any earlier general meeting). All members are eligible for re-election except that no member shall serve as Chairperson or as Vice Chairperson for more than five consecutive years.
- 20.9. The Executive may fill vacancies on the Executive by co-option of members of the Company.
- 20.10. The Executive shall be entitled to exercise the powers and functions of the Company except for matters reserved to the decision of an annual general meeting or a general meeting.
- 20.11. The Executive shall meet at least 6 times in each year. At least 5 days prior written notification of such meetings, stating the time and place of the meeting and the business to be discussed shall be given to each member of the Executive (in cases of emergency, the Chairperson may waive the requirement for 5 days prior written notice).

21. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 21.1. A Director shall cease to hold office if he or she:
 - 21.1.1. ceases to be a Director by virtue of any provision in the Companies Acts or is prohibited by law from being a Director;
 - 21.1.2. is disqualified from acting as a Director by virtue of the Companies Acts;
 - 21.1.3. ceases to be a member of the Company;
 - 21.1.4. becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
 - 21.1.5. resigns as a Director by notice to the Company (but only if at least two Directors will remain in office when the notice of resignation is to take effect);
 - 21.1.6. is absent without the permission of the Directors from all their meetings held within a period of six consecutive months and the Directors resolve that his or her office be vacated;
 - 21.1.7. may not be a 'fit and proper person' under HMRC's test and the Trustees believe that his continued involvement as a Trustee could jeopardize the Charity's tax reliefs and exemptions with HMRC and the Trustees resolve that his or her office be vacated; or
 - 21.1.8. is removed from office under Article 9.

22. REMUNERATION OF DIRECTORS

22.1. The Directors must not be paid any remuneration unless it is authorised by Article 10.

23. PROCEEDINGS OF DIRECTORS

23.1. The Directors may regulate their proceedings as they think fit, subject to the provisions of the Articles.

23.2. Any Director may call a meeting of the Directors.

23.3. The Secretary (if any) must call a meeting of the Directors if requested to do so by a Director.

23.4. Questions arising at a meeting shall be decided by a majority of votes.

23.5. In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.

23.6. A meeting may be held by suitable electronic means agreed by the Directors in which each participant may communicate with all the other participants.

23.7. No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the Directors in which a participant or participants may communicate with all the other participants.

23.8. The quorum shall be four Directors for a meeting of the Executive.

23.9. A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is not entitled to vote.

23.10. If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

23.11. The Chairperson shall chair the meetings of the Executive and in his or her absence the Vice Chairperson and if he or she is not present the provisions of Article 23.12 shall apply.

23.12. If no-one has been appointed to chair meetings of the Directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Directors present may appoint one of their number to chair that meeting.

23.13. The person appointed to chair meetings of the Directors shall have no functions or powers except those conferred by the Articles or delegated to him or her by the Directors.

23.14. A resolution in writing or in electronic form agreed by a simple majority of all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened and held provided that:

23.14.1. a copy of the resolution is sent or submitted to all the Directors eligible to vote; and

23.14.2. a simple majority of Directors has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office.

23.15. The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Directors has signified their agreement.

24. DELEGATION TO COMMITTEES AND ESTABLISHMENT OF SUB-GROUPS

24.1. The Executive may delegate any of their powers or functions to a committee of two or more Directors but the terms of any delegation must be recorded.

24.2. The Executive may impose conditions when delegating, including the conditions that:

24.2.1. the relevant powers are to be exercised exclusively by the committee to whom they delegate; and

24.2.2. no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Directors.

24.3. The Executive may revoke or alter a delegation.

24.4. All acts and proceedings of any committees must be fully and promptly reported to the Executive.

24.5. The Executive may establish sub-groups consisting of members of the Company to carry out such functions in accordance with the Objects of the Company as the Executive may decide and to report back to the Executive.

24.6. The Executive may provide (in rules made under Article 32) for attendance at sub-groups meetings of persons who are not members of the Company.

25. DECLARATION OF DIRECTORS' INTERESTS

25.1. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A Director must absent himself or herself from any discussions of the Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any

personal financial interest) unless expressly invited to remain in order to provide information.

26. CONFLICTS OF INTERESTS

- 26.1. Subject to Article 26.2, any Director who becomes a Conflicted Director in relation to any matter must:
 - 26.1.1. declare the nature and extent of his or her interest before discussion begins on the matter;
 - 26.1.2. withdraw from the meeting for that item after providing any information requested by the Directors;
 - 26.1.3. not be counted in the quorum for that part of the meeting; and
 - 26.1.4. be absent during the vote and have no vote on the matter.
- 26.2. When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum without counting the Conflicted Directors and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Director authorise the Conflicted Director, notwithstanding any conflict or interest or duty which has arisen or may arise for the Conflicted Director, to:
 - 26.2.1. continue to participate in discussions leading to the making of a decision and/or to vote; or
 - 26.2.2. disclose to a third party information confidential to the Company; or
 - 26.2.3. take any other action not otherwise authorised which does not involve the receipt by the Conflicted Director or a person connected to a Director of any payment or Material Benefit from the Company; or
 - 26.2.4. refrain from taking any step required to remove the conflict.
- 26.3. This provision may be amended by special resolution but, where the result would be to permit any Material Benefit to a Director or person connected to a Director only with the prior written consent of the Commission where it is empowered to do so.
- 26.4. Subject to Article 26.5, if a question arises the Executive or of a committee of Directors 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 person chairing the meeting whose ruling in relation to any Director other than the person chairing the meeting is to be final and conclusive.
- 26.5. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the person chairing the meeting, the

question is to be decided by a decision of the Directors at that meeting, for which purpose the person chairing the meeting is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

27. VALIDITY OF DIRECTORS' DECISIONS

27.1. Subject to Article 27.2, all acts done by the Executive, or of a committee of Directors, shall be valid notwithstanding the participation in any vote of a Director:

27.1.1. who was disqualified from holding office;

27.1.2. who had previously retired or who had been obliged by the constitution to vacate office;

27.1.3. who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if without:

27.1.4. the vote of that Director; and

27.1.5. that Director being counted in the quorum;

the decision has been made by a majority of the Directors at a quorate meeting.

27.2. Article 27.1 does not permit a Director or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Directors or of a committee of Directors if, but for Article 27.1, the resolution would have been void, or if the Director has not complied with Article 26.

28. SEAL

28.1. If the Company has a seal it must only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary (if any) or by a second Director.

29. MINUTES

29.1. The Directors must keep minutes of all:

29.1.1. appointments of officers made by the Directors;

29.1.2. proceedings at meetings of the Company; and

29.1.3. meetings of the Directors and committees of Directors including:

29.1.3.1. the names of the Directors present at the meeting;

- 29.1.3.2. the decisions made at the meetings; and
- 29.1.3.3. where appropriate the reasons for the decisions.

30. ACCOUNTS

- 30.1. The Directors must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors.
- 30.2. The Directors must keep accounting records as required by the Companies Acts.
- 30.3. All sums of money received by the Company or by the officers and servants thereof from persons for services rendered to such persons by the Company or by an officer or servant thereof on behalf of the Company, shall be lodged to the credit of the Company.

31. MEANS OF COMMUNICATION TO BE USED

- 31.1. Subject to the 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 Acts provides for documents or information which are authorised or required by any provision of the Companies Acts to be sent or supplied by or to the Company.
- 31.2. Subject to the 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.
- 31.3. Any notice to be given to or by any person pursuant to the Articles:
 - 31.3.1. must be in writing; or
 - 31.3.2. must be given in electronic form.
- 31.4. The Company may give any notice to a member either:
 - 31.4.1. personally; or
 - 31.4.2. by sending it by post in a prepaid envelope addressed to the member at his or her address; or
 - 31.4.3. by leaving it at the address of the member; or
 - 31.4.4. by giving it in electronic form to the member's address.
- 31.5. A member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom or the Republic of Ireland shall not be entitled to receive any notice from the Company.

- 31.6. A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 31.7. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 31.8. Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with s. 1147 of the Companies Act 2006.
- 31.9. In accordance with s. 1147 of the Companies Act 2006 notice shall be deemed to be given:
 - 31.9.1. 48 hours after the envelope containing it was posted; or
 - 31.9.2. in the case of an electronic form of communication, 48 hours after it was sent.

32. RULES

- 32.1. The Directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Company.
- 32.2. The bye laws may regulate the following matters but are not restricted to them:
 - 32.2.1. the admission of members of the Company (including the admission or organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
 - 32.2.2. the conduct of members of the Company in relation to one another, and to the Company's employees and volunteers;
 - 32.2.3. the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
 - 32.2.4. the procedure at general meetings and meetings of the Directors in so far as such procedure is not regulated by the Companies Acts or by the articles;
 - 32.2.5. generally, all such matters are as commonly the subject matter of company rules;
 - 32.2.6. the arrangements for communications with the media, including press releases and other media content;

- 32.2.7. the financial procedures of the Company such as authorising the signature of cheques, authorising spending and payments;
 - 32.2.8. the approval of and signing and execution of agreements and contracts;
 - 32.2.9. the workings of sub-groups and working parties and related procedures including the authorising of CAJ publications.
- 32.3. The Company in general meeting has the power to alter, add to or repeal the rules or bye laws.
- 32.4. The Directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Company.
- 32.5. The rules or bye laws shall be binding on all members of the Company. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

33. INDEMNITY

Subject to the provisions of the Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him/her in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which s/he is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

34. DISSOLUTION

If upon the winding-up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed to the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company by virtue of Clause 4 hereof such institution or institutions to be determined by the members of the Company at or before the time of dissolution.

35. ENTRENCHMENT

No addition, deletion or alteration to the Company's Memorandum or Articles of Association shall be made if the Company would then cease to be a company to which s. 60 of the Companies Act 2006 applies.