

**THE COMPANIES ACT 2006**

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

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**ARTICLES OF ASSOCIATION  
OF  
UNITED KINGDOM HOMECARE ASSOCIATION LIMITED**

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## **PRELIMINARY**

- 1 The Company's name is "UNITED KINGDOM HOMECARE ASSOCIATION LIMITED".
- 2 The Company's registered office is to be situated in England and Wales.
- 3 The liability of the Members is limited, and every Member of the Association undertakes to contribute such amount as may be required (not exceeding £1) to the Association's assets if it should be wound up while he is a Member, for payment of the Association's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 4 The Regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 2 to 35 inclusive, 40 to 45 inclusive, 55, 57, 59, 60 to 62 inclusive, 64 to 69 inclusive, 72 to 80 inclusive, 82, 83, 88, 89, 101 to 108 inclusive, 110, 114, 116 and 117 of Table A, shall not apply to the Company but the Articles hereinafter contained and, subject to the modifications hereinafter expressed, the remaining regulations of Table A shall constitute the Articles of Association of the Company.

## **INTERPRETATION**

- 5 (A) In clause 1 of Table A, the definition of "the holder" shall be omitted.
- (B) Any reference to Table A to "Directors" or to "a Director" shall mean the Board of the Association or a member thereof respectively.

(C) In these regulations:

“in Writing” means written, printed or lithographed, or partly one and another, and other modes of representing or reproducing words in a visible form.

(D) In the Articles:

(i) terms defined in the Acts are to have the same meaning;

(ii) references to the singular include the plural and vice versa and to the masculine include the feminine and neuter and vice versa;

(iii) references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships;

(iv) references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;

(v) references to Clauses are to clauses of the Articles; and

(vi) the Clause headings are not to affect their interpretation.

## **MEMBERS**

6

6.1 Such persons as are admitted to membership in accordance with these Articles shall be Members of the Association.

6.2 No person shall be admitted as a Member of the Association unless he is approved by or on behalf of the Board.

6.3 Every person who wishes to become a Member shall deliver to the Association an application for membership in such form as the Board may require executed by him.

- 6.4 Every Member shall belong to a defined category of membership and cannot belong to more than one category. Notwithstanding Article 7, the decision of the Board as to a designation of the Member shall be final and binding. The Board may at its sole discretion alter the categorisation of a particular Member at any time.

## **MEMBERSHIP CATEGORIES**

7

- 7.1 Provider Membership will be offered on the terms set out below:

7.1.1 A Provider Member is any home care organisation or person offering or arranging home care services on its own behalf designated and admitted to membership as such by the Board from time to time;

7.1.2 Each branch of a Provider Member will be registered as a Provider Member and pay the appropriate subscription;

7.1.3 Branches are operating bases which undertake any or all of the following: receive requests for services; organise services; sell and promote services; or recruit home care workers. Such bases include offices, sub-offices and home-based offices;

7.1.4 The administrative office of a multi-branch organisation is not a branch unless it is also an operating base;

7.1.5 A single branch organisation is normally a combined administrative office and operating base;

7.1.6 The Board shall have discretion to amend or alter the definition of a branch from time to time to reflect changing delivery or regulatory patterns or to identify specific sub branch status;

7.1.7 A Provider Member may be a franchisee of another member of the Association.

7.2 Affiliate Membership will be offered to:

any organisation or person, not being a home care organisation, having similar or sympathetic objects to the Association or which offers business support to home care organisations, representatives of Affiliate Members are not entitled to seek election to the Board notwithstanding article 37.

7.3 Overseas Membership will be offered to:

any organisation, society, association, body or individual as described in Articles 7.1 or 7.2 operating from a base outside of the United Kingdom on such terms as the Board from time to time shall decide.

7.4 Franchised Membership will be offered on the terms set out below:

7.4.1 A Franchised Member is any home care organisation, or person designated and admitted to membership as such by the Board from time to time;

7.4.2 The Board may from time to time further designate Franchised Members into different classes of Franchised Member, each such class being subject to such conditions or obligations of membership as the Board may determine from time to time;

7.4.3 A Franchised Member will not be obliged to guarantee that each of its franchisees becomes a member.

7.4.4 If a franchisee seeks membership as a Provider Member then the subscription rate will be that applicable to the banding structure for the franchisee. To the extent that franchisees of a Franchised Member are not Provider Members the Franchised Member will pay the subscription rate applicable as if each franchisee that was not a Provider Members was a branch;

- 7.4.5 A Franchised Member that obliges its franchisees to be Provider Members guarantees that each franchisee will pay its subscription at the rate applicable to the banding structure for the franchisee.

## **MEMBERSHIP TERMS**

8

- 8.1 The form of application and consideration for membership and acceptance into or renewal of membership shall be at the absolute discretion of the Board but for Provider Members it shall be conditional that they have signed a written declaration that they, including all their branches, will adhere to the Association's Code of Practice as published by the Board from time to time.
- 8.2 Each Member who is not an individual will appoint one or more authorised representatives whose identity will be communicated to the Company Secretary and in the event of any dispute about the identity of the authorised representative the Chair's decision will be final.
- 8.3 Only one authorised representative of each Member will be entitled to attend and vote at any general meeting of the Association.
- 8.4 The Board may:
- 8.4.1 suspend a Member on such terms as the Board shall determine;
  - 8.4.2 expel a Member from the Association if in the opinion of the Board such Member shall have acted in a manner contrary to the commercial or other interests of the Association or in any way which has brought or may bring the Association into disrepute provided that no Member shall be expelled without first being given a reasonable opportunity of explaining its conduct to the Board.

## **SUBSCRIPTIONS**

9

- 9.1 The Board may from time to time formulate or draw up and thereafter amend or otherwise alter rules relating to any subscription be it of an annual or recurring nature or otherwise which Members shall be required to pay to the Association as a condition of membership or of continuing membership of the Association of any class and such rules may provide for the expulsion of a Member from the Association or for the deletion of a Member's name from the Register of Members in the event of a Member failing to pay any such subscription.
  
- 9.2 The Board may review and amend the subscription banding structure on such terms as the Board from time to time shall decide.
  
- 10 The Board may vary the subscription of or the terms upon which a subscription is payable by any Member where there are special reasons for doing so.
  
- 11 The Board shall cause to be kept a register of Members of the Association.
  
- 12 The privileges of membership shall not be transferable and a Member shall cease to be a Member if the subscription of that Member is unpaid for more than two months after it has become due, and if written request to renew has been made to that Member.
  
- 13 If by notice in writing to the Secretary of the Association the Member resigns membership such notice shall not relieve the Member from his obligation to pay to the Association any subscription or other sum owed by the Member at the date of resignation. No Member who resigns shall have any right to claim the repayment of any unexpired proportion of any subscription or other sum paid by the Member to the Association.
  
- 14 The Board shall establish a procedure whereby complaints against Members by the Association or other Members shall be determined.



## **NOTICE OF GENERAL MEETINGS**

- 15 In Clause 38 of Table A:
- 15.1 in paragraph (b) the words “of the total voting rights at the meeting of all the Members” shall be substituted for “in nominal value of the Shares giving the right” and
- 15.2 the words “the notice shall be given to all the Members and to the Board Members and auditors” shall be substituted for the last sentence.
- 16 Any motion signed by a Member as a proposer, another Member as a seconder and six other Members and submitted to the Secretary not less than six weeks before the date of the Annual General Meeting shall be placed on the Agenda and the terms of such motions shall be given in the notice of such Annual General Meeting. This provision is in addition and without prejudice to any relevant section of the Companies Act 2006.

## **GENERAL MEETINGS**

- 17
- 17.1 Any person may be invited to attend a General Meeting by the Board at the request of a Member or of its own motion provided that such invitation makes it clear on its face that the Members may resolve before, at the start of or during the course of the General Meeting that such invitees should be excluded from the proceedings of the General Meeting or from part thereof; and
- 17.2 A notice convening a General Meeting shall in the case of special business specify the general nature of the business to be transacted:
- 18 All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting with the exception of the consideration of the accounts, balance sheets and the reports of the Board and Auditors, election of Non-Executive Board Members in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.

- 19 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided the authorised representatives of ten Members present in person or by proxy shall form a quorum.
- 20 A Member may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment
- 21 If within one hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case, it shall stand adjourned to such time and place as the Board determine. If at such adjourned meeting a quorum is not present within one hour from the time appointed for holding the meeting the Members present shall be a quorum.
- 22 The Chair (if any) of the Association, if present, shall be the Chair at every General Meeting but if there be no such Chair, or if at any meeting he shall not be present at the time appointed for holding the same, or shall be unwilling to be Chair at the meeting, the Vice-Chair shall be the Chair of the meeting. Should he be unable or unwilling to be the Chair the Members present shall elect a person to be Chair at the meeting.
- 23 The Chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of the original meeting. For meetings adjourned for less than thirty days the Members shall be entitled to not less than 7 days' notice of the adjournment and the business to be transacted at the adjourned meeting.

- 24 Paragraph (d) of clause 46 of Table A shall be omitted.
- 25 The order of business for General Meetings shall be approved by the Board and presented to the Members as the agenda for the meeting. Any alteration to the order of business shall be approved by the General Meeting.
- 26 The Chair shall indicate at the beginning of the meeting the time at which the meeting shall terminate, and unfinished business shall be deferred to an Extraordinary General Meeting to be convened at a later date.

### **VOTES OF MEMBERS**

- 27 Only a Provider Member, a Franchised Member, or an Overseas Member is entitled to vote at a General Meeting. Only the authorised representative of a Member shall be entitled to attend, speak and, when entitled, vote at a General Meeting.
- 28 Subject as hereinafter provided, each Provider Member, Franchised Member and Overseas Member shall have one vote. A Provider Member which has more than one branch shall have such number of votes as is equal to the number of branches in Provider Membership (including the Provider Members head office).
- 29 Where a Franchised Member pays a lower rate of subscription pursuant to Article 9 (above) the number of votes to which that Franchised Member shall be entitled will be set by the Board and shall be in proportion to the subscription payable from time to time.
- 30 Votes shall be given on a poll either personally or electronically by a Member's authorised representative showing a voting card or by proxy.
- 31 The instrument appointing a proxy shall be in writing under the hand of a Member's authorised representative. A proxy must be either an authorised representative of another Member of the Association or the Chair of the Meeting.

32 The instrument appointing a proxy shall be deposited at or sent to the Registered Office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the proxy proposes to vote and in default the instrument of proxy shall not be treated as valid.

33 There shall be two forms of proxy voting:

33.1 General proxy – where the proxy-holder may cast the vote(s) at his discretion having regard to what is said at the meeting; or

33.2 Special proxy – where the proxy-holder has been instructed by the appointing Member as to how its vote(s) should be cast in relation to a particular motion.

Special proxy voting cards shall be lodged with the chair prior to the Meeting.

34 Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit.

**GENERAL PROXY**

I ..... being the authorised representative of .....,  
a Member of the Association with Membership No ..... hereby appoint  
..... being the authorised representative of ....., another  
Member of the Association with Membership No ..... or failing him  
....., being the authorised representative of .....,  
another Member of the Association with Membership No ....., or failing him  
....., being the authorised representative of ....., another  
Member of the Association with Membership No ..... to cast .....  
votes on my behalf in respect of motion ..... at the (Annual or Extraordinary  
or Adjourned as the case maybe) ..... General Meeting of the  
Association to be held on the ..... day of ..... and at every  
adjournment thereof.

As witness by hand this ..... day of ..... 20■

Signature .....

**SPECIAL PROXY**

I ..... being the authorised representative of ..... a Member of the Association with Membership No ..... hereby appoint ..... being the authorised representative of ..... another Member of the Association with Membership No ..... or failing him ..... being the authorised representative of ....., a Member of the Association with Membership No ..... to cast ..... votes \* for/against motion ..... at the (Annual or Extraordinary or Adjourned as the case maybe).

General Meeting to be held on the ..... day of ..... and at every adjournment thereof .....

As witness my hand this ..... day of ..... 20■

Signature .....

**BYE-LAWS**

35 The Association in General Meeting may make regulations, standing orders or bye-laws regulating the management of the Association, the conduct and conditions relating to meetings including general rules for debate, the conduct and condition relating to Members and in respect of such matters as are by these Articles required to be dealt within bye-laws and in respect of such other matters as the Association in General Meeting shall think fit provided that no bye-law may be made or shall be valid if it shall contravene or be inconsistent with the Articles.

## THE BOARD

36 The Board of Directors shall comprise no less than eight and no more than fourteen Board Members, of which the CEO of the Association will be a director, ex officio and the Board will be entitled to appoint other executive directors from time to time.

36.1 The Board Members who are not executive directors will be elected in accordance with Articles 36 to 38.

36.2 There will be two criteria for the appointment of the non-executive Board Members as set out in Articles 36.2.1 and 36.2.2 below and these criteria will be applied so that, as far as possible, the appointees will be those nominees who achieve the most votes of Members.

36.2.1 there will be reserved 4 places one of each of which will be taken by the respective nominee of each of the English, Scottish, Welsh and Northern Irish Provider Member or Franchised Member who achieves the most votes of Members;

36.2.2 there will be reserved such number of places as the Board shall allocate from time to time to each category of Members on an equitable basis in accordance with the total subscriptions contributed by Provider Members, Franchised Members or Overseas Members and the appointees will be those nominees for each category of Member who achieves the most votes of Members;

36.2.3 the places identified by the Board, pursuant to Articles 36.2.1 and 36.2.2 will be reserved at all times for those qualifying for them;

36.2.4 the categories of English Scottish, Welsh and Northern Ireland Provider Members will be determined by reference to the location of their registered head office.

36.3 The Chairman shall be entitled to determine the allocation of the appointments in the event that there are potential appointees who could fulfil more than one of the criteria set out in Article 36.2 but the reserved places may only be filled by individuals who qualify to do so and if there are no such candidates the posts will not be filled.

37 Board Members will be appointed in the following way:

37.1 Not less than Eight weeks before the date of the Annual General Meeting the Board shall identify the number of places available at the forthcoming Annual General Meeting and calculate the number of votes available to Members in each subscription band.

37.2 In accordance with the percentage of votes of Provider Members, Franchised Members and Overseas Members in the various subscription bands the Board shall allocate an equitable number of Board places to each subscription band for the purpose of the election of the Non-Executive Board Members at the next Annual General Meeting PROVIDED THAT the Board shall use reasonable endeavours to ensure that at all times the criteria set out in Article 36.2 will be met, taking into account the retirements due to take effect.

37.3 Nomination of the authorised representatives of Provider Members for election as Non-Executive Board Members shall be submitted to the Company Secretary in writing, not less than six weeks before an Annual General Meeting unless otherwise agreed by the Board.

38 At every annual general meeting not less than one third of the Non-Executive Board Members shall retire from office in accordance with the following provisions:

38.1 The Board Members to retire at any Annual General Meeting shall be those who have been longest in office since they last became Board Members, but as between persons who became Board Members on the same day those to retire shall, in the absence of agreement, be chosen by lot PROVIDED THAT where a Board Member is appointed as a consequence of a vacancy arising on the Board, the period of time for which the Board Member shall have held office shall, for the purposes only of this



Article 38, be deemed to include the period since the last appointment of the Board Member whose vacancy he is filling.

- 39 Subject to Article 40, Non-Executive Board Members are to hold office for a term as near as possible to 3 years.
- 40 Non-Executive Board Members may serve three periods of office for a period of up to 9 years and are then required to stand down for a period from the conclusion of the Annual General Meeting at which they stood down to the commencement of the next following Annual General Meeting, before seeking re-election.
- 41 If during his term of office the Provider Member of which a Non-Executive Board Member is a representative ceases to be a Provider Member in the same subscription band as when the Non-Executive Board Member was admitted as such then he may continue as a Non-Executive Board Member but only until the next Annual General Meeting (whether or not it is the Annual General Meeting at which his term of office would have come to an end) at which he will stand down from the Board. If it is not the Annual General Meeting at which his term of office would have come to an end under Article 38 the person elected to fill the vacancy this created will continue as a Non-Executive Board Member for the remainder of the term of office of the Non-Executive Board Member whom he replaced. The Board Member who has stood down may seek re-election by reference to different criteria at the Annual General Meeting at which he stands down.
- 42 The Board may appoint and remove co-optees to the Board by simple majority, on such terms as the Board resolves. Co-optees shall be people who the Board consider, by reason of their special skills and interests, to have a particular contribution to make to the work of the Association.
- 43 Co-optees will not form part of the quorum and may not vote but may take part in discussions. Co-optees will be appointed for a term of not more than one year but may be re-appointed.

- 44 The “National Officers” of the Association shall consist of the Chair, Vice Chair, Honorary Secretary, Treasurer and such other persons as shall from time to time be appointed by the Board. National Officers’ will be elected to position by the majority vote of elected Board Members. Each elected Board Member is entitled to one vote.
- 45 A President and Ambassadors may be appointed by the Board for such a term or terms and subject to such terms and conditions as it shall determine. A President or Ambassador may not also be a National Officer of the Association or a Board Member.
- 46 The management of the business of the Association shall be vested in the Board, which may exercise all such powers of the Association and do on behalf of the Association all such acts as may be exercised and done by the Association and are not by these Articles or the Act required to be exercised in General Meeting.
- 47 Without prejudice and in addition to the powers aforesaid the Board shall have the following special powers and duties:
- 47.1 The appointment of standing and other committees, boards, panels and working parties the members of which shall be chosen from among the authorised representatives of Members of the Association.
- 47.2 The administration and allocation of finances of the Association, including any trusts or benevolent funds created by the Association.
- 48 In the event of any casual vacancy arising in any of the offices of the Board, the Board shall have the power to fill such office by appointing an authorised representative of any Member.
- 49 The Board shall meet not less than three times in each year at such times as the Board or Chair shall decide.

50

50.1 Subject to the Articles, Board Members participate in a Board meeting, or part of a Board meeting, when:

50.1.1 the meeting has been called and takes place in accordance with the Articles; and

50.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

50.2 In determining whether Board Members are participating in a Board meeting, it is irrelevant where any Board Member is or how they communicate with each other.

50.3 If all Board Members participating in a Board 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.

51 50% of the members of the Board shall form a quorum.

52 The Chair at any meeting of the Board shall have a second or casting vote to be exercised only in the event of a tied vote.

53 If at any meeting the Chair is not present at the time appointed for holding the meeting or is unwilling to chair the meeting then the Vice Chair shall chair the meeting. In the absence of both the Chair and the Vice Chair, the Board shall elect a member from within the Board to chair the meeting.

54 The Board may delegate any of their powers to committees consisting of such Board Member or Members, authorised representatives of Members and other persons as they think fit, and any committees so formed shall, in the exercise of the powers so delegated, conform to any regulation or terms of reference imposed on it by the Board.

- 55 Where it is not feasible to convene a meeting of the Board or the Audit Committee (Articles 59 and 60), the Chair is entitled to take urgent decisions outside his delegated authority in accordance with the Association's governance protocols. Any such action is to be reported to the Board at the next Board Meeting. The authority described in this section does not extend to policy decisions, even if urgent, which should be the subject of a specially convened Board Meeting notwithstanding the provisions of Article 59
- 56 The Board may exercise all the powers of the Association to borrow money, and to mortgage or charge its undertaking and property, or any part thereof and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Association or of any third party.
- 57 In paragraph (c) of Clause 94 of Table A the word "debentures" shall be substituted for the words "shares, debentures or other securities" in both places where they occur.
- 58 Subject to declaring an interest in accordance with Section 177 of the Companies Act 2006 (when in force), Board Members may vote as such on any resolution concerning any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and clause 94 of Table A shall be modified accordingly.

#### **AUDIT COMMITTEE**

- 59 The Association shall have an Audit Committee which shall act on behalf of the Board between Board Meetings and which may exercise all such relevant powers of the Board as are not, by the Articles of Association or the Act, required to be exercised in General Meeting.
- 60 The members of the Audit Committee shall be appointed from amongst the Board Members by the Board. The terms of membership of the Audit Committee and the period of office of such membership shall be determined by the Board. Unless and until so determined, there shall be no maximum number of Audit Committee members

but the minimum number of such members shall be four, and three members present in person or who are able to hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment shall constitute a quorum. The Board shall appoint a person to chair the Audit Committee from time to time and determine the period for which he may hold office.

## **REMUNERATION COMMITTEE**

- 61 The Association shall have a Remuneration Committee whose purpose is to determine the remuneration and the terms and conditions of employment of the Chief Executive Officer and other senior managers, (Director level or above) within terms of reference agreed by the Board.
- 62 The Board shall appoint the members of the Remuneration Committee. The Board shall determine the terms of membership of the Remuneration Committee and the period of office of such membership. Unless and until so determined, there shall be no maximum number of Remuneration Committee members but the minimum number of such members shall be three and two members present in person or who are able to hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment shall constitute a quorum. The Board shall appoint a person to chair the Remuneration Committee from time to time and determine the period for which he may hold office.

## **ORGANISATION**

- 63 Without prejudice to Article 7, the Members of the Association may be formed into local, regional, national or international groups according to such geographical, special interest or any other purpose as and when and on such terms as the Board shall deem appropriate.

## **THE SEAL**

- 64 The seal of the Association shall not be affixed to any instrument except by the authority of a resolution of the Board in the presence of at least one Non-Executive Board Member and of the Secretary and the said Non-Executive Board Member and the Secretary shall sign every instrument to which the seal shall be so affixed in their presence and in favour of any purchaser or person bona fide dealing with the Association. Such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

## **MINUTES**

- 65 The Secretary must keep minutes of all General Meetings.
- 66 The Board must arrange for minutes to be kept of all Board Meetings. The names of the Board Members present must be included in the minutes.
- 67 Copies of the draft minutes of Board Meetings must be distributed to the Board Members as soon as reasonably possible after the meeting and in any case not less than seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 68 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 69 The Board must keep minutes of all of the appointments made by the Board.

## NOTICES

- 70 Notices under the Articles must be in writing except notices calling Board Meetings.
- 71 A Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.
- 72 The Association may give a notice to a Member, Board Member, Secretary or auditor either:
- 72.1 personally;
  - 72.2 by sending it by first class post;
  - 72.3 by facsimile transmission;
  - 72.4 by leaving it at his address;
  - 72.5 by email;
  - 72.6 by posting it on the Association's website.
- 73 Notices under Article 72.2, 72.4 and 72.5 may be sent:
- 73.1 to an address in the United Kingdom which that person has given the Association;
  - 73.2 to the last known home or business address of the person to be served;
  - 73.3 to that person's address in the Association's register of Members. Or
  - 73.4 to an address not in the United Kingdom which that person has given the Association;
- 74 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.
- 75 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.

- 76 A copy of the notification from the system used by the Association to send emails that the email has been sent to the particular person will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.
- 77 A notice posted on the Association's website will be deemed to have been given on the date on which the Members were notified that it was available, or on the date on which it was posted on the website, if later.
- 78 A notice may be served on the Association by delivering it or sending it to the Registered Office or by handing it to the Secretary.

### **COMMUNICATION WITH MEMBERS**

- 79 The Board may provide the Association's Annual Report and any other documents as the Board shall from time to time decide, to Members electronically or by posting such documents on the Association's website

PROVIDED THAT the Board shall provide a paper copy of any documents sent electronically or posted on the Association's website upon receipt of a written request for such from a Member.

### **INDEMNITY**

- 80 Indemnity
- 80.1 A relevant director of the Company or an associated company may be indemnified out of the Company's assets against:-
- 80.1.1 any liability incurred by that director or in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;



80.1.2 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);

80.1.3 any other liability incurred by that director as an officer of the Company or an associated company.

80.2 This Article 80 does not authorise any indemnity which would be prohibited or rendered void by a provision of the Companies Act 2006 or by any other provision of law.

80.3 In this Article 80:

- 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.

81

81.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

81.1.1 a “relevant director” means any director or former director of the Company or an associated company;

81.1.2 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, an associated company or any pension fund or employees’ share scheme of the Company or associated company; and

81.1.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.