

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

**ARTICLES OF ASSOCIATION  
OF**

---

**POLICE DIGITAL SERVICE**

---

**Date of Incorporation:** 20 June 2012

**Company Number:** 08113293

**New Articles Amended by Resolution of the members on**

**19 October 2023**



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

**ARTICLES OF ASSOCIATION**

- of -

**POLICE DIGITAL SERVICE**

**DEFINITIONS AND INTERPRETATION**

**1 Definitions and interpretation**

1.1 In these Articles the following words and phrases shall have the following meanings unless the context otherwise requires:

<b>Act</b>	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
<b>2011 Act</b>	means the Police Reform and Social Responsibility Act 2011 including any statutory modification or re-enactment thereof for the time being in force;
<b>Articles</b>	means these Articles of Association;
<b>the Board</b>	the board of Directors of the Company comprising the members as specified in Article 25.1;
<b>Company</b>	means Police Digital Service;
<b>the Council</b>	means the body comprising the Delegates and individual Members (as the case may be) acting together in general meeting;
<b>Chairperson of the Board</b>	the chairperson of the Board elected in accordance with Article 25.4;
<b>Chief Constable</b>	means a person holding the office specified in section 2 of the 2011 Act;

<b>The City of London Corporation</b>	The City of London Corporation means the Mayor and Commonality and Citizens of the City of London acting by the Common Council as a police authority;
<b>clear days</b>	in relation to a period of 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;
<b>Constituent Groups</b>	the categories of Delegates to the Company including any political parties providing Police and Crime Commissioners, independents and any other category of Delegate which shall exist and be represented from time to time;
<b>Delegate</b>	a person appointed by a Member organisation as its representative to attend and vote at any general meeting of the Company;
<b>Director</b>	means a director of the Company and includes any person occupying the position of director, by whatever name called;
<b>document</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>electronic form</b>	any electronic means including e-mail or any other means while in electronic form (for example, sending a disk through the post) but excluding fax;
<b>Eligible Director</b>	means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 7, any Director whose vote is not to be counted in respect of the particular matter);
<b>ICT</b>	means information and communications technology;
<b>Member</b>	means a person who is admitted to membership of the Company in accordance with Article 10 and whose name is entered in the Register of Members of the Company;
<b>Model Articles</b>	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229);
<b>MOPAC</b>	The Mayor's Office for Policing and Crime established under section 3 of the 2011 Act;
<b>Objects</b>	the objects of the Company as set out in Article 4;
<b>Ordinary Resolution</b>	means a resolution (of the Members or, if applicable, a class of the Members) that is passed: <ul style="list-style-type: none"> <li>(i) if by a written resolution, by Members representing a simple majority of the total voting rights of eligible Members;</li> </ul>

- (ii) on a show of hands at a meeting, by a simple majority of the votes cast by those entitled to vote;
- (iii) on a poll at a meeting, by Members representing a simple majority of the total voting rights of Members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance;

**Other Police Governance Bodies** shall comprise the following Policing Bodies: MOPAC, the Civil Nuclear Police Authority, the British Transport Police Authority, the National Crime Agency, the Common Council of the City of London, the Ministry of Defence Police Committee, the Police Service of Northern Ireland, the Scottish Police Authority and such other organisations as shall be admitted as a Member from time to time in accordance with Article 10.1.7;

**person** includes an individual (i.e. natural person), or body of persons, company, corporation, firm, partnership, joint venture, incorporated or unincorporated association, organisation, trust and any state or agency thereof;

**Policing Body/Policing Bodies** the organisations referred to in Article 10, being either Members or eligible to be Members of the Company and who authorise Delegates appointed by them pursuant to these Articles to exercise all the usual powers of the Members of a company;

**Police and Crime Commissioner** means a person holding the office specified in section 1 of the 2011 Act;

**proxy notice** has the meaning given in Article 18;

**Restricted Business** means any matter concerning:

- (i) any change of legal status of the Company; or
- (ii) alteration of the Articles; or
- (iii) changing the name of the Company; or
- (iv) appointment of, and the fixing of the remuneration of, the auditors; or
- (v) the level of subscriptions; or
- (vi) remuneration of Directors; or
- (vii) any request to the Home Secretary in respect of national provision requiring participation of all national police forces; or
- (viii) the Company borrowing or loaning any monies.

**Seal** means the common seal of the Company;

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

**Special Resolution** means a resolution (of the Members or, if applicable, a class of the Members) passed:

- (i) if by a written resolution, by Members representing not less than 75% of the total voting rights of eligible Members;
- (ii) on a show of hands at a meeting, by a majority not less than 75% of the votes cast by those entitled to vote;
- (iii) on a poll at a meeting, by Members representing not less than 75% of the total voting rights of the Members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance;

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

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

1.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act.

1.3 Unless expressly provided otherwise, a reference to a statute or statutory provision includes reference to that statute or statutory provision as replaced, modified or re-enacted from time to time before or after the date of these Articles and any subordinate legislation from time to time made under that statute or statutory provision before or after the date of these Articles.

1.4 All words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.

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

1.6 The Model Articles shall not apply to the Company.

## **COMPANY DETAILS**

### **2 Name**

The name of the Company is Police Digital Service.

### **3 Registered office**

The registered office of the Company is to be situated in England and Wales.

## **OBJECTS AND POWERS**

### **4 Objects**

The Company's objects are restricted specifically to the following:

- 4.1 to support and enable policing and other associated bodies make the best use of technology to deliver efficient and effective policing and improve public safety.

## **5 Powers**

The Company has power to do anything lawful which is calculated to further the Objects, or any of them, or is conducive or incidental to doing so. In particular, and without limiting the foregoing, the Company's powers include power:

- 5.1 to provide an overarching ICT strategy and architecture to assist police forces and other partners to work together efficiently through the use of technology;
- 5.2 to deliver or commission the delivery of national police ICT systems, ensuring strategic and operational fit and value for money;
- 5.3 to support police forces in delivering policing services more efficiently and effectively by facilitating and enabling greater collaboration, integration and harmonisation between ICT systems;
- 5.4 to secure value for money by helping police forces to obtain the best deal from suppliers;
- 5.5 to provide a centre of knowledge and expertise to police ICT, encouraging innovation, supporting the delivery of digital capabilities, and identifying opportunities for collaboration and shared learning;
- 5.6 to accept any gift or transfer of money or any other property whether or not subject to any special trust;
- 5.7 to issue appeals, hold public meetings, establish subscription arrangements and support groups and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, grants, subscriptions or otherwise;
- 5.8 to make reasonable charges for any services the Company may provide in pursuit of the Objects;
- 5.9 to carry on trade;
- 5.10 to purchase or form trading companies alone or jointly with others;
- 5.11 to buy, take on lease or exchange, hire or otherwise acquire and hold any real or personal estate;
- 5.12 to maintain, alter or equip for use any real or personal estate;
- 5.13 to erect, maintain, improve, or alter any buildings in which the Company for the time being has an interest;
- 5.14 subject to such consents as may be required by law to sell, lease or otherwise dispose of all or any part of the real or personal estate belonging to the Company;

- 5.15 subject to such consents as may be required by law to borrow or raise money and to give security for loans or grants;
- 5.16 to make grants or loans of money, to give guarantees and become or give security for the performance of contracts and to grant powers of attorney by way of security for the performance of obligations;
- 5.17 to establish, develop and maintain links and to exchange information with other bodies at local, national and international level in order to promote the Objects;
- 5.18 to co-operate, including exchanging information and advice, and enter into arrangements with other bodies, international, national, local or otherwise;
- 5.19 to establish or support any charitable trusts, associations, companies, institutions or other bodies connected with the Objects;
- 5.20 to acquire any other organisation;
- 5.21 to enter into partnership, joint venture or other arrangement with any body with objects similar in whole or part to the Objects;
- 5.22 to affiliate to or accept affiliation from any body with objects similar in whole or part to the Objects;
- 5.23 to set aside funds for special purposes or as reserves against future expenditure in accordance with a written reserves policy;
- 5.24 to deposit or invest funds with all the powers of a beneficial owner;
- 5.25 to delegate the management of investments to a financial expert but only on terms that:
  - 5.25.1 the investment policy is set down in writing for the financial expert by the Directors;
  - 5.25.2 make provision for appropriate and regular reporting obligations to the Directors or to a committee authorised by the Directors to receive such reports in respect of all transactions;
  - 5.25.3 the performance of the investments is reviewed regularly with the Directors;
  - 5.25.4 the Directors shall be entitled to cancel the delegation arrangement at any time;
  - 5.25.5 the investment policy and the delegation arrangement are reviewed at least once a year;
  - 5.25.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
  - 5.25.7 the financial expert must not do anything outside the powers of the Directors;

and **financial expert** means a person who is reasonably believed by the Directors to be qualified to give advice in relation to investments by reason of his ability in and practical experience of financial and other matters relating to investments;



- 5.26 to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Directors or of a financial expert (as defined in Article 5.25) acting under their instructions and to pay any reasonable fee required;
- 5.27 to insure and arrange insurance cover of every kind and nature in respect of the Company, its property and assets and take out other insurance policies to protect the Company, its employees, volunteers or Members as required;
- 5.28 to provide indemnity insurance to cover the liability of the Directors or any other officer of the Company:
- 5.28.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which he may be guilty in relation to the Company but not extending to:
- (a) any liability resulting from conduct which the Directors knew, or must reasonably be assumed to have known, was not in the interests of the Company, or where the Directors did not care whether such conduct was in the best interests of the Company or not;
  - (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors;
  - (c) any liability to pay a fine or regulatory penalty.
- 5.28.2 to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986 but not extending to any liability to make such a contribution where the basis of the Director's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;
- 5.29 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company;
- 5.30 to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or employees for the time being of the Company or their dependants;
- 5.31 to enter into contracts to provide services to or on behalf of other bodies;
- 5.32 to establish subsidiary companies to assist or act as agents for the Company;
- 5.33 to publish or distribute information;
- 5.34 to hold exhibitions, meetings, lectures, classes, seminars or courses either alone or with others;
- 5.35 to cause to be written, printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents, films, recorded tapes or materials reproduced on electronic media;

- 5.36 to foster and undertake research into any aspect of the Objects and its work and to disseminate and exchange the results of any such research;
- 5.37 to act as trustee of any trust;
- 5.38 to make any charitable donation either in cash or assets;
- 5.39 to obtain any Act of Parliament or other order or authority or to promote, support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interests of the Company;
- 5.40 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company as such.

**APPLICATION, PAYMENT OR DISTRIBUTION OF THE COMPANY'S PROPERTY AND INCOME  
AND LIMITED LIABILITY OF MEMBERS**

**6 Application of income and property**

- 6.1 Subject to Article 6.2, the income and property of the Company shall be applied solely towards the promotion of the Objects. No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise.
- 6.2 Nothing in these Articles shall prevent the Company from paying in good faith to a Member (including a Member who is also a Director (where relevant)):
  - 6.2.1 a benefit from the Company in the capacity of a beneficiary of the Company;
  - 6.2.2 reasonable and proper remuneration for any goods or services rendered to the Company;
  - 6.2.3 interest on money lent to the Company at a reasonable and proper rate;
  - 6.2.4 reasonable and proper rent for premises demised or let to the Company;
  - 6.2.5 any premium in respect of insurance to cover any of the liabilities specified in Article 5.
- 6.3 The authority in Article 6.1 above is subject to the following conditions being satisfied:
  - 6.3.1 the remuneration or other sums paid to or for the benefit of the Director do not exceed an amount which is reasonable in all the circumstances;
  - 6.3.2 the other Directors are satisfied that it is in the interests of the Company to contract with that Director (or relevant person) rather than with someone who is not a Director (or relevant person);
  - 6.3.3 the provisions of Article 7 below are observed in relation to any discussions of the Directors concerning that Director's interest, his remuneration or any variation of his remuneration.

## 7 Conflicts of interests and conflicts of loyalty

- 7.1 The Directors must act individually and collectively in the way they consider, in good faith, would be most likely to achieve the Objects.
- 7.2 Subject to Article 7.5, whenever a Director has a personal interest (including but not limited to a personal financial interest or a duty of loyalty owed to another organisation or person) directly or indirectly in a matter to be discussed at a meeting of the Directors or a committee of the Directors or in any transaction or arrangement with the Company (whether proposed or already entered into), the Director concerned shall:
- 7.2.1 declare an interest at or before any discussion on the item;
  - 7.2.2 withdraw from any discussion on the item save to the extent that he is invited expressly to contribute information;
  - 7.2.3 not be counted in the quorum for the part of any meeting and any vote devoted to that item; and
  - 7.2.4 withdraw during the vote and have no vote on the item.
- 7.3 Where a Director becomes aware of such a personal interest in relation to a matter arising in a resolution in writing circulated to the Directors, the Director concerned shall:
- 7.3.1 as soon as possible declare an interest to all the other Directors;
  - 7.3.2 not be entitled to vote on the resolution in writing, and
- the resolution shall take effect accordingly provided that any Director who has already voted on the resolution may, on being notified of the personal interest, withdraw their vote.
- 7.4 Articles 7.2.2 to 7.2.4 and 7.3 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised in the Articles.
- 7.5 If a conflict of interests arises for a Director, which may but need not be because of a duty of loyalty owed to another organisation or person, and the conflict is not authorised by virtue of any other provision in the Articles, then, on the matter being proposed to the Directors, the Eligible Directors may authorise the conflict of interests (the **authorised conflict**) subject to the conditions in Article 7.6.
- 7.6 A conflict of interests may only be authorised under Article 7.5 if:
- 7.6.1 the Eligible Directors consider it is in the interests of the Company to do so in the circumstances applying;
  - 7.6.2 the procedures of Articles 7.1 and 7.3 (as the case may be) are followed in respect of the authorised conflict; and
  - 7.6.3 the terms of Article 6 are complied with in respect of any direct or indirect benefit to the conflicted Director which may arise from the authorised conflict.

7.7 Where a conflict is authorised in accordance with Articles 7.5 and 7.6 above, the Eligible Directors, as they consider appropriate in the interests of the Company, may set out any express terms of the authorisation, which may, but need not, include authorising the conflicted Director:

7.7.1 to disclose information confidential to the Company to a third party; or

7.7.2 to refrain from taking any step required to remove the conflict,

and may impose conditions on the authorisation.

## **8 Limited liability of Members**

The liability of the Members is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for:

8.1 payment of the debts and liabilities of the Company contracted before he ceases to be a Member,

8.2 payment of the costs, charges and expenses of winding up, and

8.3 adjustment of the rights of the contributories among themselves.

## **9 Surplus assets**

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article 9) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body shall be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Directors at or before the time of winding up or dissolution.

# **MEMBERSHIP**

## **10 Members**

10.1 The following persons shall be eligible to be Members and (subject to their having become Members pursuant to Article 10.2) shall remain Members provided their membership has not been withdrawn in accordance with Article 10.4 or terminated in accordance with Articles 12.3 or 13:

10.1.1 all elected local policing bodies in England and Wales as defined in section 102 of the 2011 Act and any subsequent amending legislation;

10.1.2 the British Transport Police Authority;

10.1.3 the Northern Ireland Policing Board;

- 10.1.4 the City of London Corporation;
  - 10.1.5 the MOPAC;
  - 10.1.6 the organisations comprising the Other Police Governance Bodies which are not already specifically referred to in some other provision of this Article 10;
  - 10.1.7 such organisations agreed from time to time by the Council as representing the interests or carrying out a similar role or function to Policing Bodies or providing support to Policing Bodies in carrying out their role or functions;
  - 10.1.8 any organisation with a purpose or interest in the delivery of efficient and effective policing services, including but not limited to organisations in Scotland or Northern Ireland, the Civil Nuclear Police Authority, Ministry of Defence Police Committee, Jersey Police Authority, Government departments, the College of Policing, National Crime Agency; and
  - 10.1.9 any government department on behalf of the Crown.
- 10.2 A person or organisation eligible to be a Member in accordance with Article 10.1 shall become a Member upon submitting a written application for membership confirming in writing to comply with and be bound by the Articles of the Company in force from time to time and paying to the Company the pro-rata subscription due in respect of the financial year of becoming a Member in accordance with Article 12.
- 10.3 Each Member shall be entitled to appoint a Delegate determined in accordance with Article 19 and such Delegate shall be entitled to attend and vote at any general meeting and generally to exercise the ordinary functions of members of a company.
- 10.4 A Member may at any time withdraw from the Company by giving at least six months' notice in writing to the Company to expire on 31 March of any given year. Membership shall not be transferable and no refund of subscription shall be applicable.
- 10.5 Membership is not transferable.
- 10.6 The Company shall maintain a Register of Members and the name of each eligible applicant shall be entered into the Register of Members by the Secretary.

## **11 Classes of membership**

The Directors may establish different classes of membership and prescribe their respective privileges and duties recorded in the Register of Members and set the amounts of any subscriptions in accordance with Article 12.

## **12 Subscriptions**

- 12.1 The subscriptions payable by Members for each year, beginning on 1 April, shall be at rates determined by the Company at general meetings. Subscriptions shall be payable on 1 April each year.

12.2 If a Member has not paid their annual subscription within three months after 1 April, the Board shall issue a reminder to that member.

12.3 If a Member does not pay the annual subscription due within one month of a reminder being sent by the Board, the Board may remove it forthwith by notice in writing as a Member of the Company, and in addition or alternatively the Board may take such action (including legal action) to recover the unpaid subscription and any other costs as it deems appropriate.

### **13 Termination of membership**

Membership is terminated if:

13.1 the Member dies or, if it is an organisation, ceases to exist;

13.2 the Member retires by written notice to the Company provided that after such retirement the number of Members is not less than fifteen;

13.3 the Member is removed from membership of the Company in accordance with Article 12.3 above.

13.4 Following termination in accordance with this Article 13 or withdrawal in accordance with Article 10.4, the Member shall be removed from the Register of Members by the Secretary.

## **MEETINGS OF MEMBERS**

### **14 Annual general meetings**

14.1 The Company shall, each year, hold a general meeting as its Annual General Meeting (**AGM**) in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it.

14.2 Not more than fifteen months shall elapse between the date of one AGM of the Company and that of the next provided that so long as the Company holds its first AGM within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year.

14.3 The AGM shall be held at such time and place as the Directors shall appoint, including partly or wholly by means of electronic facility or facilities, as may be determined by the Directors.

14.4 The business to be transacted at an AGM shall include the consideration of the accounts, balance sheets, and the report of the Directors and (where applicable) the report of the auditors and the appointment of, and the fixing of the remuneration of, the auditors.

### **15 General meetings**

15.1 The Directors may call general meetings.

15.2 The Directors may make whatever arrangements it considers fit to allow those entitled to do so to attend and participate in any general meeting.

- 15.3 The Directors shall determine in relation to each general meeting the means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the meeting shall be enabled to do so:
- 15.3.1 by means of electronic facility or facilities pursuant to Article 16 (and for the avoidance of doubt, the Directors shall be under no obligation to offer or provide such facility or facilities, whatever the circumstances); and/or
  - 15.3.2 by simultaneous attendance and participation at a satellite meeting place or places pursuant to Article 17.6.
- 15.4 If, at any general meeting at which members are entitled to participate by means of electronic facility or facilities determined by the Board pursuant to Article 16, any document is required to be on display or to be available for inspection at the meeting (whether prior to or for the duration of the meeting or both), the Company shall ensure that it is available in electronic form to persons entitled to inspect it for at least the required period of time, and this will be deemed to satisfy any such requirement.
- 15.5 On the requisition of Members pursuant to the Act the Directors shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member may call a general meeting in accordance with the provisions of the Act.

## **16 Simultaneous attendance and participation by electronic facilities**

- 16.1 The Board may resolve to enable persons entitled to attend and participate in a general meeting to do so partly or wholly by simultaneous attendance and participation by means of electronic facility or facilities, and may determine the means, or all different means, of attendance and participation used in relation to the general meeting. The members present in person or by proxy by means of an electronic facility or facilities (as so determined by the Board) shall be counted in the quorum for, and be entitled to participate in, the general meeting in question. That meeting shall be duly constituted and its proceedings valid if the chairperson is satisfied that adequate facilities are available throughout the meeting to ensure that members attending the meeting by all means (including the means of an electronic facility or facilities) are able to:
- 16.1.1 participate in the business for which the meeting has been convened;
  - 16.1.2 hear all persons who speak at the meeting; and
  - 16.1.3 be heard by all other persons attending and participating in the meeting.

## **17 Notice of general meetings**

- 17.1 General meetings shall be called by at least 14 clear days' notice.
- 17.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 90% of the total voting rights at that meeting of all the Members.

- 17.3 The notice shall specify the place (including any satellite meeting place or places determined pursuant to Article 17.6), the day and the time of meeting, the general nature of the business to be transacted and a statement pursuant to the Act informing the Member of his rights regarding proxies.
- 17.4 If pursuant to Article 16 the Board determines that a general meeting shall be held partly or wholly by means of electronic facility or facilities, the notice shall:
- 17.4.1 include a statement to that effect;
  - 17.4.2 specify the means, or all different means, of attendance and participation in the meeting; and
  - 17.4.3 state how it is proposed that persons attending or participating in the meeting electronically should communicate with each other during the meeting.
- 17.5 The notice shall specify such arrangements as have at that time been made for the purpose of Article 17.6.
- 17.6 Without prejudice to Article 16, the Board may resolve to enable persons entitled to attend and participate in a general meeting to do so by simultaneous attendance and participation at a satellite meeting place or places anywhere in the world. The members present in person or by proxy at satellite meeting places shall be counted in the quorum for, and entitled to participate in, the general meeting in question, and the meeting shall be duly constituted and its proceedings valid if the chairperson is satisfied that adequate facilities are available throughout the meeting to ensure that members attending at all the meeting places are able to:
- 17.6.1 participate in the business for which the meeting has been convened;
  - 17.6.2 hear all persons who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the principal meeting place and any satellite meeting place; and
  - 17.6.3 be heard by all other persons so present in the same way,
- and the meeting shall be deemed to take place at the place where the chairperson of the meeting presides (the principal meeting place, with any other location where that meeting takes place being referred in these Articles as a satellite meeting). The chairperson shall be present at, and the meeting shall be deemed to take place at, the principal meeting place and the powers of the chairperson shall apply equally to each satellite meeting place, including his or her power to adjourn the meeting as referred to in Article 20.5.
- 17.7 Subject to the provisions of the Articles and to any restrictions imposed on any classes of membership, notice of a general meeting shall be given in any manner authorised by these Articles to:
- 17.7.1 every Member and their Delegates (as applicable) except those Members and Delegates who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;



17.7.2 the auditor for the time being of the Company; and

17.7.3 each Director,

and no other person shall be entitled to receive notice of general meetings.

17.8 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

17.9 A Member present at any meeting of the Company either in person or by proxy shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

## 18 Proxies

18.1 Any Member or Delegate on behalf of a Member, is entitled to appoint another person (including another Delegate or the Chairperson) as a proxy to exercise all or any of their rights to attend and to speak and vote at a general meeting of the Company.

18.2 Proxies shall be validly appointed by a notice in writing (a **proxy notice**) which:

18.2.1 states the name and address of the Member appointing the proxy;

18.2.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

18.2.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

18.2.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

18.3 Subject to the Companies Act, the Directors may accept the appointment of a proxy received by electronic means on such terms and subject to such conditions as they consider fit. The appointment of a proxy received by electronic means shall not be subject to the requirements of Article 18.2.

18.4 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. In default of any other form of proxy notice being specified, the following form may be used:

"Police Digital Service

.....

I/We, ....., of ....., being a member/members of the above-named company, hereby appoint ..... of ....., or failing him, [..... of .....] [the chairperson of the meeting], as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the company to be held on [date], and at any adjournment thereof.

Signed on *[insert date]*"

- 18.5 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. In default of any other form of proxy notice being specified, the following form may be used for this purpose:

"Police Digital Service

.....

I/We, ....., of ....., being a member/members of the above-named company, hereby appoint ..... of ....., or failing him [..... of .....] [the chairperson of the meeting], as my/our proxy to vote in my/our name[s] and on my/our behalf at the [annual] general meeting of the company, to be held on *[date]*, and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 \*for \*against [\*vote withheld] [\*discretionary]

Resolution No. 2 \*for \*against [\*vote withheld] [\*discretionary].

\*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on *[insert date]*".

- 18.6 Unless a proxy notice indicates otherwise, it must be treated as:
- 18.6.1 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
  - 18.6.2 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.
- 18.7 Proxy notices may:
- 18.7.1 in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours (not counting any part of a day that is not a working day) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - 18.7.2 in the case of an appointment in electronic form, where an address has been specified for the purpose of receiving documents in electronic form:
    - (a) in the notice convening the meeting, or

- (b) in any instrument of proxy sent out by the Company in relation to the meeting, or
- (c) in any invitation in electronic form to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before (not counting any part of a day that is not a working day) the time for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote;

- 18.7.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before (not counting any part of a day that is not a working day) the time appointed for the taking of the poll; or
- 18.7.4 in the case of a poll which is not taken forthwith but taken not more than 48 hours after it was demanded, be delivered at the address or electronic address in accordance with Articles 18.7.1 and 18.7.2,

and a proxy notice which is not deposited, delivered or received in a manner so permitted shall be invalid.

- 18.8 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.
- 18.9 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.
- 18.10 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.

## **19 Delegates**

- 19.1 Each Member of the Company being an organisation, shall authorise any natural person to act as its Delegate at any meeting of the Company. Such Delegate shall, subject to Article 19.2, be entitled to exercise on behalf of the Member organisation the same powers as the organisation could exercise if it were an individual Member of the Company.
- 19.2 Written notice of the Delegate's authority shall be given to the Company, failing which the Company shall not be required to accept the right of the Delegate to exercise the Member's rights at meetings. Any such notice given to the Company shall be conclusive evidence that the Delegate is entitled to represent the organisation and that his or her authority has not been revoked. The Company shall not be required to consider whether the Delegate has been properly authorised by the organisation.
- 19.3 The Company shall be entitled to regard the Delegate as eligible to represent the Member organisation until written notice to the contrary is received by the Company.

## **20 Organisation at general meetings**

- 20.1 No business shall be transacted at any general meeting unless a quorum is present.
- 20.2 Fifteen persons entitled to vote upon the business to be transacted, each being either a Delegate, individual Member or proxy for a Member or Delegate, or one third of all Delegates and individual Members or their proxies, whichever is the higher, shall be a quorum.
- 20.3 There shall be a chairperson of every general meeting:
- 20.3.1 The Chairperson of the Board shall chair every general meeting of the Company.
- 20.3.2 In his absence the vice-chairperson, if any, of the Directors shall act as chairperson.
- 20.3.3 If at any meeting neither the Chairperson of the Board nor the vice-chairperson (if any) is present within ten minutes after the time appointed for the holding of the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting.
- 20.3.4 If there is only one Director present and willing to act, he shall chair the meeting.
- 20.3.5 If at any meeting no Director is willing to act as chairperson or if no Director is present within ten minutes after the time appointed for the holding of the meeting, the Members present shall choose one of their number to chair the meeting.
- 20.4 If within thirty minutes from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting:
- 20.4.1 if convened on the requisition of Members, shall be dissolved;
- 20.4.2 in any other case, shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place, in each case with such means of attendance and participation (whether partly or wholly by means of electronic facility or facilities), as the Directors may determine.
- 20.5 In relation to adjournment of meetings:
- 20.5.1 the chairperson 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, (or, in the case of a meeting held at a principal meeting place and one or more satellite meeting places, such other places) and/or from such electronic facility or facilities for attendance and participation to such other electronic facility or facilities as the meeting shall determine but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;
- 20.5.2 without prejudice to any other power which the chairperson may have under these Articles (including the power to adjourn a meeting conferred by Article 20.6 or at common law, the chairperson may, without the need for the consent of the meeting and before or after it has started and irrespective of whether a quorum is present, interrupt or adjourn any meeting from time to time and from place to place (or places

in the case of Article 17.6 applies) or from electronic facility to electronic facility, if they are of the opinion that it has become necessary to do so in order to:

- (a) secure the proper and orderly conduct of the meeting; or
- (b) give all persons entitled to do so a reasonable opportunity of attending, speaking and voting at the meeting; or
- (c) ensure that the business of the meeting is properly disposed of.

20.5.3 when a meeting is adjourned for fourteen days or more, the Company shall give at least seven clear days' notice of it to the same persons to whom notice of the Company's general meetings is required to be given, and containing the same information which such notice is required to contain;

20.5.4 otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

20.6 If it appears to the chairperson that the facilities at the principal meeting place or any satellite meeting place or an electronic facility or facilities or security at any general meeting have become inadequate for the purposes referred to in Articles 16 or 17.6, or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of meeting, then the chairperson shall, without the consent of the meeting, interrupt or adjourn the general meeting.

20.7 For the avoidance of any doubt, if there is a technical failure with the electronic facility or facilities being used for the purposes of any general meeting which causes:

20.7.1 that meeting to be inquorate; and/or

20.7.2 a number of Members or their proxies in attendance to lose sound so that they are unable to participate, hear or be heard by the other Members or their proxies in attendance in accordance with Article 16,

the chairperson may in their absolute discretion determine that the meeting has validly resumed if the technical failure is remedied within a reasonable period of time (such period to be determined by the chairperson) provided that all Members or their proxies are able to fully participate upon such resumption in accordance with Article 16.

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

21.1 A person is able to exercise the right to speak at a general meeting when that person is in a position, during the meeting, to communicate to all those attending the meeting any information or opinions which that person has on the business of the meeting.

21.2 All persons seeking to attend and participate in a general meeting by way of electronic facility or facilities shall be responsible for maintaining adequate facilities to enable them to do so. Subject only to the requirement for the chair to adjourn a general meeting in accordance with the provisions of Article 20.6, any inability of a person or persons to attend or participate in a general meeting by way of electronic facility or facilities shall not invalidate the proceedings of that meeting.

- 21.3 A person is able to exercise the right to vote at a general meeting when:
- 21.3.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - 21.3.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 21.4 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.
- 21.5 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.
- 21.6 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.

## **DECISIONS OF MEMBERS**

### **22 Voting at general meetings**

- 22.1 A resolution put to the vote at a general meeting held partly or wholly by means of electronic facility or facilities shall be decided on a poll, which poll votes may be cast by such electronic means as the Directors, in their sole discretion, deem appropriate for the purposes of the meeting. Any such poll shall be deemed to have been validly demanded at the time fixed for the holding of the meeting to which it relates.
- 22.2 Subject to Article 22.1, a resolution put to the vote of a general meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.
- 22.3 Unless a poll is duly demanded, a declaration by the chairperson and an entry to that effect in the minutes of proceedings of the Company that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

### **23 Votes of members**

- 23.1 Subject to, and in default of any terms introduced pursuant to Article 11, every Member, whether an individual or an organisation represented by a Delegate, shall have one vote.
- 23.2 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson whose decision shall be final and conclusive.

## **24 Written resolutions**

- 24.1 Save for a resolution to remove a Director before the expiration of his period of office or to remove an auditor before the expiration of his term of office, any resolution of the Members may be proposed and passed as a written resolution in accordance with the Act.
- 24.2 Any resolution of the Members for which the Act or these Articles does not specify whether it is to be passed as an Ordinary Resolution or a Special Resolution, shall be passed as an Ordinary Resolution.
- 24.3 A written resolution shall lapse if it is not passed before the end of 60 (sixty) days beginning with the date on which the resolution is circulated in accordance with the Act.

## **THE BOARD**

### **25 Directors**

- 25.1 There shall be a maximum of 16 directors appointed to the Board of the Company and the Board shall comprise the following:
- 25.1.1 Up to six Police and Crime Commissioners;
  - 25.1.2 One representative appointed by the Other Police Governance Bodies;
  - 25.1.3 Up to three representatives from Operational Policing at Chief Officer level;
  - 25.1.4 Up to three representatives from the Home Office;
  - 25.1.5 the Chief Executive Officer of the Police Digital Service; and
  - 25.1.6 Up to two persons co-opted by the Board on such terms and tenure as the Board may determine.
- 25.2 A Director may appoint an alternate director in accordance with the terms of Article 32.
- 25.3 The Board may from time to time appoint a non-voting delegate who shall be permitted to attend as an observer at meetings of the Board and to remove any such non-voting delegate at any time. A non-voting delegate may attend, observe and/or speak at meetings of the Board but shall not have the right to vote and they shall not be counted in any quorum. The appointment of any non-voting delegate may be subject to any conditions that the Board may provide in writing to such delegate and such conditions may include (without limitation) the requirement to enter into such confidentiality undertakings as the Board deems appropriate. The Board may exclude a non-voting delegate from any Board meeting or part of a Board meeting where it considers that there may be a potential conflict of interest. Notwithstanding any other provision of these Articles, a non-voting delegate appointed in accordance with this Article 25.3 may not hold such appointment for more than six consecutive years without express written consent from the Board.
- 25.4 The Chairperson of the Board shall be elected annually by the Directors from among those Directors who are Police and Crime Commissioners (appointed under Article 25.1.1) at the

AGM and shall be eligible for re-election. Such appointment shall take effect immediately upon election at the AGM or, where the Directors representing subscription paying Members duly resolve at an AGM that such election shall not take place until a later date, as soon as reasonably practicable thereafter. Each appointment shall end immediately prior to the beginning of the subsequent AGM or, where the next election does not take place until a later date in accordance with this Article 25.4, immediately prior to the beginning of the subsequent meeting of the Members at which the next election takes place.

## **26 Appointment and Retirement of Directors**

- 26.1 At each AGM all the Directors (other than any co-opted Directors who hold office pursuant to Article 25.1.6) shall retire from office and, shall be eligible for re-appointment at the next 5 consecutive AGMs so that they may hold office as a Director for up to a maximum period of 6 consecutive years, unless the Board agree otherwise in accordance with Article 26.2
- 26.2 The Board may agree (acting by majority in number, excluding the Director who would otherwise be retiring pursuant to article 26.1) that a Director is re-appointed to the Board at more than 5 consecutive AGMs and holds office as a Director for more than 6 consecutive years.
- 26.3 For so long as the Chief Executive Officer of the Company appointed pursuant to Article 25.1.5 is employed by the Company under a service contract to perform the role of Chief Executive Officer, the provisions of Article 26.1 shall not apply to such Director.
- 26.4 At the first general meeting following the adoption of these Articles, the Directors who acquired office pursuant to the Articles of Association replaced by these Articles shall retire and be replaced by Directors appointed in accordance with these Articles.
- 26.5 At the first general meeting following the adoption of these Articles, and at each subsequent AGM, the relevant appointing bodies pursuant to Article 25.1 shall be entitled to appoint their representatives to the Board in accordance with such rules or byelaws as may be in force from time to time pursuant to Article 42.
- 26.6 Notwithstanding Article 26.5 or any other provision of these Articles, any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by an Ordinary Resolution at any time subject always to the provisions of Article 26.1.

## **27 Disqualification and removal of Directors**

The office of Director shall be vacated if:

- 27.1 the Director ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a Director;
- 27.2 the Director becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 27.3 a registered medical practitioner who is treating the Director gives a written opinion to the Company stating that the Director has become physically or mentally incapable of acting as a director and may remain so for more than three months;



- 27.4 a court makes an order which wholly or partly prevents the Director from personally exercising any powers or rights which he would otherwise have and the Directors resolve that his office be vacated;
- 27.5 the Director resigns his office by written notice to the Company provided at least eight Directors remain in office after the resignation takes effect;
- 27.6 the Director is absent from two consecutive Directors' meetings without leave in one year and the Directors resolve that their office be vacated; or
- 27.7 the Director is removed from office by a resolution passed by the Company in accordance with the Act; or
- 27.8 in the reasonable opinion of the Directors the Director's conduct may bring the Company's reputation into disrepute and the Directors resolve by a two-thirds majority of all the Directors eligible to attend and vote at Board meetings that his office be vacated;
- 27.9 the Director is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest as required by the Act or the Articles and the Directors resolve that the office be vacated.

## **28 Powers and duties of the Directors**

- 28.1 Subject to the provisions of the Act and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company.
- 28.2 No alteration of the Articles and no direction given by Special Resolution shall invalidate anything which the Directors have done before the making of the alteration or the passing of the resolution.
- 28.3 A meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.

## **29 Proceedings and decisions of the Directors**

- 29.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.
- 29.2 The Directors shall meet at least three times a year.
- 29.3 A meeting of the Directors:
  - 29.3.1 may be called by any Director; and
  - 29.3.2 shall, at the request of a Director, be called by the Secretary (if any).
- 29.4 Notice of any meeting of the Directors must be provided to all Directors entitled to receive notice and any non-voting delegate appointed by the Board pursuant to Article 25.3 and must indicate:

- 29.4.1 its proposed date, time and subject matter;
  - 29.4.2 where it is to take place; and
  - 29.4.3 if it is anticipated that those 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.
- 29.5 In fixing the date and time of any meeting of the Directors, the Director (or Secretary) calling it shall ensure that at least seven days' notice is provided unless such shorter notice is agreed by all the Eligible Directors in writing.
- 29.6 Notice of a meeting of the Directors must be given to each Director and any non-voting delegate appointed by the Board pursuant to Article 25.3, but need not be in writing.
- 29.7 Notice of a meeting of the Directors need not be given to Directors or any non-voting delegates appointed by the Board pursuant to Article 25.3 who waive their entitlement to notice of that meeting, which they may do by giving notice to that effect to the Company seven days before or 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.
- 29.8 Directors and any non-voting delegates appointed by the Board pursuant to Article 25.3 are to be treated as having waived their entitlement to notice of a meeting if they have not supplied the Company with the information necessary to ensure that they receive the notice before the meeting takes place.
- 29.9 Any Director and any non-voting delegates appointed by the Board pursuant to Article 25.3 may participate in a meeting of the Directors by means of video conference, telephone or any suitable electronic means agreed by the Directors whereby all persons participating in the meeting can communicate with all the other participants and participation in such a meeting shall constitute presence in person at that meeting.
- 29.10 In relation to the quorum for a meeting of the Directors:
- 29.10.1 no decision other than a decision to call a meeting of the Directors or a general meeting shall be taken by the Directors unless a quorum participates in the decision-making process;
  - 29.10.2 the quorum for decision-making by the Directors may be fixed from time to time by a decision of the Directors, provided it shall not be less than fifty percent of the Eligible Directors, and unless otherwise fixed it is fifty percent of the Eligible Directors;
  - 29.10.3 if the total number of Eligible Directors for the time being is less than the quorum required for decision-making by the Directors, the Directors shall 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;

- 29.10.4 a Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 29.11 Questions arising at a meeting shall be decided by a majority of votes, save that any decision concerning Restricted Business shall not be taken unless first approved by Special Resolution.
- 29.12 Chairperson:
- 29.12.1 If at any meeting neither the Chairperson of the Board nor the vice-chairperson, if any, is present within ten minutes after the time appointed for holding the same, or if there is no chairperson or vice-chairperson, the Directors present shall choose one of their number to chair the meeting.
- 29.12.2 In the case of an equality of votes, the chairperson shall have a second or casting vote. But this does not apply if, in accordance with the Articles, the chairperson is not to be counted as participating in the decision-making process for quorum or voting purposes. No Director in any other circumstances shall have more than one vote.
- 29.13 All acts done by any meeting of the Directors or of a committee, or by any person acting as a Director (including the Chairperson), shall, notwithstanding that it be afterwards discovered that:
- 29.13.1 there was some defect in the appointment of any such Director or person acting as a Director or Chairperson, or
- 29.13.2 they or any of them were disqualified, or
- 29.13.3 they or any of them were not entitled to vote on the matter,
- be as valid as if every such person had been duly appointed and was qualified to be a Director or Chairperson.
- 29.14 A decision of the Directors may be taken when all Eligible Directors indicate to each other by any means that they share a common view on a matter. Such a decision may (but need not) take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing. A decision may not be taken in accordance with this Article 29.14 if the Eligible Directors would not have formed a quorum at a Board meeting.
- 29.15 Subject to the Articles, the Directors may make any rules which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to the Directors.

### **30 Delegation by the Directors**

- 30.1 The Directors may delegate any of their powers to any committee consisting of one or more Directors.
- 30.2 The Directors shall determine the terms of any delegation to such a committee and may impose conditions, including that:

- 30.2.1 the relevant powers are to be exercised exclusively by the committee to whom the Directors delegate;
  - 30.2.2 no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Directors.
- 30.3 Subject to and in default of any other terms imposed by the Directors:
- 30.3.1 the Chairperson of the Board and vice-chairperson, if any, shall be ex-officio members of every committee appointed by the Directors;
  - 30.3.2 the members of a committee may, with the approval of the Directors, appoint such persons, not being Directors, as they think fit to be members of that committee;
  - 30.3.3 a committee may elect a chairperson of its meetings; if no such chairperson is elected, or, if at any meeting the chairperson is not present within ten minutes after the time appointed for holding the same, the members of that committee present may choose one of their number to chair the meeting;
  - 30.3.4 a committee may meet and adjourn as it thinks proper;
  - 30.3.5 questions arising at any meeting shall be determined by a majority of votes of the committee members present, and
  - 30.3.6 in the case of an equality of votes the chairperson of the committee shall have a second or casting vote;
- and subject thereto committees to which the Directors delegate any of their powers shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Directors.
- 30.4 The terms of any delegation to a committee shall be recorded in the minute book.
  - 30.5 The Directors may revoke or alter a delegation.
  - 30.6 All acts and proceedings of committees shall be reported to the Directors fully and promptly.

### **31 Delegation of day to day management**

- 31.1 The Directors may delegate day to day management and administration of the Company to one or more managers.
- 31.2 In respect of each manager the Directors shall:
  - 31.2.1 provide a description of the manager's role; and
  - 31.2.2 set the limits of the manager's authority.
- 31.3 The managers shall report regularly and promptly to the Directors on the activities undertaken in accordance with their role.

## **32 Appointment and removal of alternate directors**

32.1 Any Director (other than an alternate director) (**Appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:

32.1.1 exercise that Director's powers; and

32.1.2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the Appointor.

32.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

32.3 The notice must:

32.3.1 identify the proposed alternate; and

32.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the Director giving the notice.

## **33 Rights and responsibilities of alternate directors**

33.1 An alternate director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the Appointor.

33.2 Except as the Articles specify otherwise, alternate directors are:

33.2.1 deemed for all purposes to be Directors;

33.2.2 liable for their own acts and omissions;

33.2.3 subject to the same restrictions as their Appointors; and

33.2.4 not deemed to be agents of or for their Appointors

and, in particular (without limitation or prejudice to the generality of the foregoing), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a Member.

33.3 A person who is an alternate director but not a Director:

33.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);

33.3.2 may participate in a unanimous decision of the Directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and

33.3.3 shall not be counted as more than one Director for the purposes of this Article 33.3

33.4 A Director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the

Directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

### **34 Termination of alternate directorship**

34.1 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

34.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

34.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;

34.1.3 on the death of the alternate's Appointor where the Appointor is a natural person or on the Appointor ceasing to exist where the Appointor is not a natural person; or

34.1.4 when the alternate director's Appointor ceases to be a Director for whatever reason.

## **SECRETARY, MINUTES AND SEAL**

### **35 Secretary**

35.1 Subject to the provisions of the Act, any Secretary shall be appointed by the Directors for such term at such remuneration and on such conditions as the Directors may think fit. Any Secretary so appointed by the Directors may be removed by them.

35.2 A Secretary who is also a Director may not be remunerated save as permitted in accordance with the Articles.

### **36 Minutes**

36.1 The Directors shall ensure that the Company keeps records, in writing, comprising:

36.1.1 minutes of all proceedings at general meetings;

36.1.2 copies of all resolutions of Members passed otherwise than at general meetings;

36.1.3 details of appointments of officers made by the Directors; and

36.1.4 minutes of meetings of the Directors and committees of the Directors, including the names of the Directors present at the meeting.

36.2 The Directors shall ensure that the records comprising 36.1.1 and 36.1.2 above shall be kept for at least 10 years from the date of the meeting or resolution, as the case may be.

### **37 The Seal**

- 37.1 The Directors shall provide for the safe custody of the Seal (if any), which shall be used only by the authority of the Directors or of a committee authorised by the Directors on its behalf. 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 at least one authorised person in the presence of a witness who attests the signature.
- 37.2 For the purposes of this Article, an authorised person is:
- 37.2.1 any Director;
  - 37.2.2 the Secretary (if any); or
  - 37.2.3 any person authorised by the Directors for the purpose of signing documents to which the Seal is applied.

## **ACCOUNTS AND AUDIT**

### **38 Accounts**

- 38.1 The Directors shall comply with the requirements of the Act for keeping financial records, the audit or other scrutiny of accounts (as required) and the preparation and transmission to the Registrar of Companies of:
- 38.1.1 annual reports;
  - 38.1.2 annual returns; and
  - 38.1.3 annual statements of account.
- 38.2 Accounting records relating to the Company shall be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by Members who are not Directors if the Directors so decide.
- 38.3 The Directors shall supply a copy of the Company's latest available statement of account to any Director or Member on request, and within two months of the request to any other person who makes a written request and pays the Company's reasonable costs of complying with the request.

### **39 Audit**

Auditors shall be appointed and their duties regulated as required in accordance with the Act.

## **COMMUNICATION**

#### **40 Means of communication**

40.1 Subject to the Articles, any notice or other document given in accordance with these Articles shall be delivered to the recipient by:

40.1.1 delivering it by hand to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;

40.1.2 sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;

40.1.3 sending it in electronic form to an address notified by the recipient in writing; or

40.1.4 publishing it on a website, the address of which shall be notified to the recipient in writing.

40.2 This Article does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.

40.3 If a notice or document:

40.3.1 is delivered by hand, it is treated as being delivered at the time it is handed to or left for the recipient.

40.3.2 is sent by post or other delivery service in accordance with Article 40.1.2 above it is treated as being delivered:

(a) 24 hours after it was posted, if first class post was used; or

(b) 48 hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

(c) properly addressed; and

(d) put into the postal system or given to delivery agents with postage or delivery paid.

40.3.3 is sent in electronic form, providing that the Company can show that it was sent to the electronic address provided by the recipient, it is treated as being delivered at the time it was sent.

40.3.4 is published on a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

#### **INDEMNITY**



#### **41 Indemnity**

Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act.

### **RULES AND BYELAWS**

#### **42 Rules or byelaws**

- 42.1 The Directors may from time to time make such rules or byelaws as they may deem necessary or convenient for the proper conduct and management of the Company or for the purpose of prescribing classes and conditions of membership of either the Company or any group established to support the Company. In particular but without prejudice to the generality of the above, they may by such rules or byelaws regulate:
- 42.1.1 the rights and privileges of Members and the conditions of membership;
  - 42.1.2 the conduct of Members in relation to one another and to the Company's employees and volunteers;
  - 42.1.3 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; and
  - 42.1.4 the procedure at general meetings and meetings of the Directors and committees in so far as such procedure is not regulated by these Articles.
- 42.2 The Company in general meeting shall have power by Special Resolution to alter or repeal the rules or byelaws and to make additions to them.
- 42.3 The Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such rules or byelaws which, so long as they shall be in force, shall be binding on all Members of the Company provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in the Articles.
- 42.4 If there is a conflict between the terms of these Articles and any rules established under this Article 42, the terms of these Articles shall prevail.