

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION
MEDIA AND COMMUNICATIONS LIST

Claim No.: KB-2025-001120

BETWEEN:

GOOD LAW PROJECT LIMITED

Claimant /
Respondent

-and-

REFORM UK PARTY LIMITED

Defendant /
Applicant

EXHIBIT JTDM1

No.	Document	Date	Page
1.	Unaudited Financial Statements for Year Ended 31 January 2018	2 October 2018	2 – 5
2.	Annual Report and Unaudited Financial Statements for Year Ended 31 January 2024	7 May 2024	6 – 23
3.	Good Law Project Website, 'Governance and Funding – Our Non-Profit Status', accessed 2 October 2025	Undated	24 – 26
4.	Documents of Incorporation and Articles of Association of Good Law Project Limited	10 January 2017	27 – 55
5.	2018 Resolution and Updated Articles of Association of Good Law Project Limited	27 July 2018	56 – 79
6.	2019 Resolution and Updated Articles of Association of Good Law Project Limited	15 February 2019	80 – 104
7.	2021 Resolution and Updated Articles of Association of Good Law Project Limited	15 December 2021	105 – 124
8.	Good Law Project Website, 'Governance and Funding – Key Information', accessed 2 October 2025	Undated	125 – 127
9.	Email Invite from Swee Leng Harris of The Legal Education Foundation for 'Public Law and the Digital Welfare State – Explanations Needed' Event	12 September 2019	128 – 129
10.	X (formerly Twitter) Statement of Jolyon Maughan	9 November 2019	130
11.	InstaHarms Website Page (archived) as at 20 September 2022, accessed 2 October 2025	20 September 2022	131 – 132

Company Registration Number 10556197 (England and Wales)

GOOD LAW PROJECT LIMITED
UNAUDITED FINANCIAL STATEMENTS
FOR THE PERIOD ENDED 31 JANUARY 2018
PAGES FOR FILING WITH REGISTRAR

GOOD LAW PROJECT LIMITED

BALANCE SHEET

AS AT 31 JANUARY 2018

	2018	
	£	£
Current assets	229,088	
Prepayments and accrued income	13,701	
Creditors: amounts falling due within one year	(2,293)	
Net current assets		240,496
Accruals and deferred income		(230,852)
Net assets		9,644
Reserves		9,644

Notes to the financial statements

1 Average employees

The average number of persons (including directors) employed by the company during the period was 0.

2 Revenue recognition

General donations are recognised by the entity when received, net of transaction fees.

Case-specific revenues are recognised based on a director's estimate of each case's progress at the balance sheet date against total estimated costs and total estimated resources received or receivable.

Case-specific donations in excess of revenues recognised (on a case by case basis) are deferred and shown within 'Accruals and deferred income' on the balance sheet. Where there is a shortfall in a case's funding at the balance sheet date, such a shortfall is accrued for where the director has a reasonable knowledge or expectation of the requisite funding being received after the period-end.

At the balance sheet date, the cumulative costs incurred and expected to be incurred on each case are recognised proportionate to the estimated case progress as above. Anticipated costs yet to be billed for are accrued and included within 'Accruals and deferred income' on the balance sheet. Costs paid for in advance of a case's progression are treated as prepaid and are included within 'Current Assets'.

Good Law Project Limited is a private company limited by guarantee incorporated in England and Wales. The registered office is 3 East Point, High Street, Seal, Sevenoaks, Kent, TN15 0EG.

The director of the company has elected not to include a copy of the profit and loss account within the financial statements.

For the period ended 31 January 2018 the company was entitled to exemption from audit under section 477 of the Companies Act 2006 relating to small companies.

GOOD LAW PROJECT LIMITED

BALANCE SHEET (CONTINUED)

AS AT 31 JANUARY 2018

The director acknowledges his responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of financial statements.

The members have not required the company to obtain an audit of its financial statements for the period in question in accordance with section 476.

These financial statements have been prepared in accordance with the micro-entity provisions and in accordance with FRS 105 'The Financial Reporting Standard applicable to the Micro-entities Regime' and delivered in accordance with the provisions applicable to companies subject to the small companies regime.

The financial statements were approved and signed by the director and authorised for issue on 2 October 2018

J T D Maugham
Director

Company Registration Number 10556197

This document was delivered using electronic communications and authenticated in accordance with the registrar's rules relating to electronic form, authentication and manner of delivery under section 1072 of the Companies Act 2006.

Company registration number 10556197 (England and Wales)

GOOD LAW PROJECT LIMITED
ANNUAL REPORT AND UNAUDITED FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 JANUARY 2024

GOOD LAW PROJECT LIMITED

COMPANY INFORMATION

Directors

R Evans
S Wood
M Lodge
S Morgan
J Walters
A Thorat (Appointed 1 July 2023)
I Odogwu (Appointed 1 July 2023)

Company number 10556197

Registered office

3 East Point
High Street
Seal
Sevenoaks
Kent
TN15 0EG

Accountants

Lee, Dicketts & Co
3 East Point
High Street
Seal
Sevenoaks
Kent
TN15 0EG

GOOD LAW PROJECT LIMITED

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GOOD LAW PROJECT LIMITED

DIRECTORS' REPORT

FOR THE YEAR ENDED 31 JANUARY 2024

The directors present their annual report and financial statements for the year ended 31 January 2024.

Principal activities

The principal activity of the company, which is a not for profit organisation, continued to be that of using the law to address significant issues of disadvantage, discrimination, unfairness and wrongdoing.

Directors

The directors who held office during the year and up to the date of signature of the financial statements were as follows:

R Evans

S Wood

M Lodge

S Morgan

J Walters

A Thorat

(Appointed 1 July 2023)

I Odogwu

(Appointed 1 July 2023)


Limited assurance review

For the financial year-ended 31 January 2024, the company was entitled to exemption from audit under section 477 of the Companies Act 2006 relating to small companies. However the directors chose to commission a review in accordance with International Standard on Review Engagements (ISRE) 2400 (Revised) 'Engagements to review historical financial statements'. ISRE 2400 (Revised) requires our Chartered Certified Accountants to conclude whether anything has come to their attention that causes them to believe that the financial statements, taken as a whole, are not prepared, in all material respects, in accordance with United Kingdom Generally Accepted Accounting Practice.

Small companies exemption

This report has been prepared in accordance with the provisions applicable to companies entitled to the small companies exemption.

On behalf of the board


R Evans

Director

Date: 7 May 2024

GOOD LAW PROJECT LIMITED

INDEPENDENT CHARTERED CERTIFIED ACCOUNTANTS' REVIEW REPORT TO THE DIRECTORS OF GOOD LAW PROJECT LIMITED

We have reviewed the financial statements of Good Law Project Limited for the year ended 31 January 2024 which comprise the income and expenditure account, the statement of financial position and notes to the financial statements, including a summary of significant accounting policies. The financial reporting framework that has been applied in their preparation is applicable law and United Kingdom Accounting Standards, including FRS 102 'The Financial Reporting Standard applicable in the UK and Republic of Ireland' (United Kingdom Generally Accepted Accounting Practice).

Directors' responsibility for the financial statements

As explained more fully in the directors' responsibilities statement, the directors are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view.

Accountants' responsibility

Our responsibility is to express a conclusion on the financial statements. We conducted our review in accordance with International Standard on Review Engagements (ISRE) 2400 (Revised) 'Engagements to review historical financial statements'. ISRE 2400 (Revised) requires us to conclude whether anything has come to our attention that causes us to believe that the financial statements, taken as a whole, are not prepared, in all material respects, in accordance with United Kingdom Generally Accepted Accounting Practice. ISRE 2400 (Revised) also requires us to comply with the ethical and other professional requirements of our accounting body.

Scope of the assurance review

A review of financial statements in accordance with the ISRE 2400 (Revised) is a limited assurance engagement. We have performed procedures, primarily consisting of making enquiries of management and others within the company, as appropriate, applying analytical procedures and evaluating the evidence obtained. The procedures performed in a review are substantially less than those performed in an audit conducted in accordance with International Standards on Auditing (UK and Ireland). Accordingly, we do not express an audit opinion on these financial statements.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the financial statements have not been prepared:

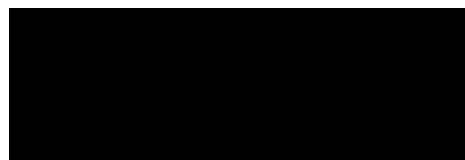
- so as to give a true and fair view of the state of the company's affairs as at 31 January 2024, and of its deficit for the year then ended;
- in accordance with United Kingdom Generally Accepted Accounting Practice; and
- in accordance with the requirements of the Companies Act 2006.

Use of our report

This report is made solely to the company's directors, as a body, in accordance with the terms of our engagement letter dated 17 February 2017. Our review work has been undertaken so that we might state to the company's directors those matters we have agreed to state to them in a reviewer's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's directors as a body, for our review work, for this report, or for the conclusions we have formed.

Lee, Dicketts & Co

Chartered Certified Accountants



3 East Point
High Street
Seal
Sevenoaks
Kent
TN15 0EG

GOOD LAW PROJECT LIMITED

INCOME AND EXPENDITURE ACCOUNT

FOR THE YEAR ENDED 31 JANUARY 2024

	2024	2023
	£	£
Income	4,648,410	5,017,550
Direct costs	(3,589,241)	(3,809,468)
	<hr/>	<hr/>
Gross surplus	1,059,169	1,208,082
Administrative expenses	(1,188,949)	(889,407)
Other operating income	79	138
	<hr/>	<hr/>
Operating (deficit)/surplus	(129,701)	318,813
Interest receivable and similar income	50,208	-
	<hr/>	<hr/>
(Deficit)/surplus for the financial year	<u>(79,493)</u>	<u>318,813</u>

The income and expenditure account has been prepared on the basis that all operations are continuing operations.

GOOD LAW PROJECT LIMITED

STATEMENT OF FINANCIAL POSITION

AS AT 31 JANUARY 2024

		2024		2023	
	Notes	£	£	£	£
Fixed assets					
Intangible assets	4		15,433		12,917
Tangible assets	5		74,641		53,810
Investments	6		-		51
			<u>90,074</u>		<u>66,778</u>
Current assets					
Debtors	7	111,349		267,523	
Cash at bank and in hand		4,939,246		5,152,029	
		<u>5,050,595</u>		<u>5,419,552</u>	
Creditors: amounts falling due within one year	8	(815,162)		(1,081,330)	
Net current assets			<u>4,235,433</u>		<u>4,338,222</u>
Net assets			<u>4,325,507</u>		<u>4,405,000</u>
Reserves					
Income and expenditure account	10		4,325,507		4,405,000
Members' funds			<u>4,325,507</u>		<u>4,405,000</u>

For the financial year ended 31 January 2024 the company was entitled to exemption from audit under section 477 of the Companies Act 2006 relating to small companies.

The directors acknowledge their responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of financial statements.

The members have not required the company to obtain an audit of its financial statements for the year in question in accordance with section 476.

These financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

The financial statements were approved by the board of directors and authorised for issue on ~~..7..May..2024....~~ and are signed on its behalf by:


R Evans
Director

Company registration number 10556197 (England and Wales)

GOOD LAW PROJECT LIMITED

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 JANUARY 2024

1 Accounting policies

Company information

Good Law Project Limited is a private company limited by guarantee incorporated in England and Wales. The registered office is 3 East Point, High Street, Seal, Sevenoaks, Kent, TN15 0EG.

1.1 Accounting convention

These financial statements have been prepared in accordance with FRS 102 "The Financial Reporting Standard applicable in the UK and Republic of Ireland" ("FRS 102") and the requirements of the Companies Act 2006 as applicable to companies subject to the small companies regime. The disclosure requirements of section 1A of FRS 102 have been applied other than where additional disclosure is required to show a true and fair view.

The financial statements are prepared in sterling, which is the functional currency of the company. Monetary amounts in these financial statements are rounded to the nearest £.

The financial statements have been prepared under the historical cost convention. The principal accounting policies adopted are set out below.

The company has taken advantage of the exemption under section 399 of the Companies Act 2006 not to prepare consolidated accounts, on the basis that the group of which this is the parent qualifies as a small group. The financial statements present information about the company as an individual entity and not about its group.

1.2 Income and expenditure

Income and expenses are included in the financial statements as they become receivable or due. Expenses include VAT where applicable as the company cannot reclaim it.

General donations are recognised by the entity when received.

Administrative expenses consist of expenditure on premises, utilities, technology and electronic business applications, travel, subsistence, professional services, consultancy, training, recruitment and depreciation, along with the wages and salaries costs of staff delivering the support functions of the organisation, such as finance and human resources staff. These costs are necessary for the delivery of the organisation's legal campaigns and its fundraising.

Case-specific revenues are recognised when they meet the relevant income recognition criteria. Crowdfunded income is recognised on receipt, as are other case-specific donations, unless there are conditions affecting the entity's entitlement to the funds, in which case they are deferred until the conditions are met. Case-specific funds received in advance of expenditure on a case are therefore included in current assets on the entity's balance sheet.

At the balance sheet date, costs in relation to cases are recognised in accordance with the relevant expenditure recognition criteria, whether they constitute legal or constructive obligations. Costs which have actually been paid are recognised as expenditure when paid. Once the entity has started fundraising for a case it has at least a constructive obligation up to the amount of funds raised, on the basis that it has appointed a legal team and raised an expectation that it will take the case forward using the funds raised. At the balance sheet date, it therefore accrues costs over and above any expenditure actually incurred, up to the amount of the income raised with respect to each case. If at the balance sheet date the entity assesses, in accordance with FRS 102, that the liabilities in relation to a case will in fact be lower or higher than the funds raised to date, the accrual is adjusted accordingly, to reflect this assessment.

Such anticipated costs are included under "Creditors falling due within one year" on the balance sheet.

GOOD LAW PROJECT LIMITED

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

FOR THE YEAR ENDED 31 JANUARY 2024

1 Accounting policies

(Continued)

Surpluses generated will be spent on future cases, on developing the company and building its financial sustainability, on supporting other initiatives and organisations which are aligned with our purpose and aims, and on meeting future potential liabilities as they arise, including the contingent liabilities listed at note 11 to the accounts.

1.3 Intangible fixed assets other than goodwill

Intangible assets other than goodwill represents the trademark licence costs.

Amortisation is recognised so as to write off the cost or valuation of assets less their residual values over their useful lives on the following bases:

Licence	over 10 years straight line basis
---------	-----------------------------------

1.4 Tangible fixed assets

Tangible fixed assets are initially measured at cost and subsequently measured at cost or valuation, net of depreciation and any impairment losses.

Depreciation is recognised so as to write off the cost or valuation of assets less their residual values over their useful lives on the following bases:

Leasehold improvements	over 3 years straight line basis
Furniture, fixtures and fittings	over 5 years straight line basis
Computers	over 3 years straight line basis

The gain or loss arising on the disposal of an asset is determined as the difference between the sale proceeds and the carrying value of the asset, and is credited or charged to surplus or deficit.

1.5 Fixed asset investments

Interests in subsidiaries, associates and jointly controlled entities are initially measured at cost and subsequently measured at cost less any accumulated impairment losses. The investments are assessed for impairment at each reporting date and any impairment losses or reversals of impairment losses are recognised immediately in surplus or deficit.

A subsidiary is an entity controlled by the company. Control is the power to govern the financial and operating policies of the entity so as to obtain benefits from its activities.

1.6 Impairment of fixed assets

At each reporting period end date, the company reviews the carrying amounts of its tangible and intangible assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any). Where it is not possible to estimate the recoverable amount of an individual asset, the company estimates the recoverable amount of the cash-generating unit to which the asset belongs.

Recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset (or cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (or cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognised immediately in surplus or deficit, unless the relevant asset is carried at a revalued amount, in which case the impairment loss is treated as a revaluation decrease.

GOOD LAW PROJECT LIMITED

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

FOR THE YEAR ENDED 31 JANUARY 2024

1 Accounting policies

(Continued)

Recognised impairment losses are reversed if, and only if, the reasons for the impairment loss have ceased to apply. Where an impairment loss subsequently reverses, the carrying amount of the asset (or cash-generating unit) is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognised immediately in surplus or deficit, unless the relevant asset is carried at a revalued amount, in which case the reversal of the impairment loss is treated as a revaluation increase.

1.7 Cash and cash equivalents

Cash and cash equivalents are basic financial assets and include cash in hand, deposits held at call with banks, other short-term liquid investments with original maturities of three months or less, and bank overdrafts. Bank overdrafts are shown within borrowings in current liabilities.

1.8 Basic financial instruments

Debtors and creditors with no stated interest rate and receivable or payable within one year are recorded at transaction price. Any loss arising from impairment is recognised in the profit and loss account in other administrative expenses.

1.9 Taxation

The company is not subject to corporation tax as it is not carrying on a trade or a venture in the nature of a trade.

1.10 Employee benefits

The costs of short-term employee benefits are recognised as a liability and an expense, unless those costs are required to be recognised as part of the cost of stock or fixed assets.

The cost of any unused holiday entitlement is recognised in the period in which the employee's services are received.

Termination benefits are recognised immediately as an expense when the company is demonstrably committed to terminate the employment of an employee or to provide termination benefits.

1.11 Retirement benefits

Payments to defined contribution retirement benefit schemes are charged as an expense as they fall due.

2 Judgements and key sources of estimation uncertainty

In the application of the company's accounting policies, the directors are required to make judgements, estimates and assumptions about the carrying amount of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant. Actual results may differ from these estimates.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised where the revision affects only that period, or in the period of the revision and future periods where the revision affects both current and future periods.

GOOD LAW PROJECT LIMITED

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED) FOR THE YEAR ENDED 31 JANUARY 2024

3 Employees

The average monthly number of persons employed by the company during the year was:

	2024	2023
	Number	Number
Total	34	27

The salary of the highest paid member of staff was 2.74 times that of the lowest paid member of staff, on a full-time equivalent basis.

Good Law Project's directors work in a non-executive capacity. They are offered a fee of £3,500 per annum. Good Law Project offers fees in relation to non-executive board roles in order to broaden the pool of individuals able and willing to apply for board positions, and to attract applicants from diverse backgrounds and lived experiences.

4 Intangible fixed assets

	Licence
	£
Cost	
At 1 February 2023	12,917
Additions	3,835
	<hr/>
At 31 January 2024	16,752
	<hr/>
Amortisation and impairment	
At 1 February 2023	-
Amortisation charged for the year	1,319
	<hr/>
At 31 January 2024	1,319
	<hr/>
Carrying amount	
At 31 January 2024	15,433
	<hr/> <hr/>
At 31 January 2023	12,917
	<hr/> <hr/>

GOOD LAW PROJECT LIMITED

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED) FOR THE YEAR ENDED 31 JANUARY 2024

5 Tangible fixed assets

	Land and buildings	Plant and machinery etc	Total
	£	£	£
Cost			
At 1 February 2023	-	84,558	84,558
Additions	15,098	43,220	58,318
Disposals	-	(3,764)	(3,764)
	<u>15,098</u>	<u>124,014</u>	<u>139,112</u>
At 31 January 2024	15,098	124,014	139,112
Depreciation and impairment			
At 1 February 2023	-	30,748	30,748
Depreciation charged in the year	2,097	33,585	35,682
Eliminated in respect of disposals	-	(1,959)	(1,959)
	<u>2,097</u>	<u>62,374</u>	<u>64,471</u>
At 31 January 2024	2,097	62,374	64,471
Carrying amount			
At 31 January 2024	<u>13,001</u>	<u>61,640</u>	<u>74,641</u>
At 31 January 2023	<u>-</u>	<u>53,810</u>	<u>53,810</u>

6 Fixed asset investments

	2024 £	2023 £
Shares in group undertakings and participating interests	-	51
	<u>-</u>	<u>51</u>

GOOD LAW PROJECT LIMITED

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED) FOR THE YEAR ENDED 31 JANUARY 2024

6 Fixed asset investments (Continued)

Movements in fixed asset investments

	Shares in subsidiaries £
Cost or valuation	
At 1 February 2023	51
Additions	439,049
	<hr/>
At 31 January 2024	439,100
	<hr/>
Impairment	
At 1 February 2023	-
Impairment losses	439,100
	<hr/>
At 31 January 2024	439,100
	<hr/>
Carrying amount	
At 31 January 2024	-
	<hr/> <hr/>
At 31 January 2023	51
	<hr/> <hr/>

During the year, the company converted the borrowings of its subsidiary, Good Law Practice Limited, amounting to £439,000, into share capital (see note 13). The company's holding in Good Law Practice Limited represents an investment which enables the provision of legal services to those whose objectives Good Law Project supports, who would not otherwise be able to access them. It supports the continuing development of its subsidiary on that basis. The directors assess that these shares have zero market value at the present time, and as such, at 31 January 2024 the company recognised an impairment for the full amount of the equity investment held.

7 Debtors

	2024 £	2023 £
Amounts falling due within one year:		
Amounts owed by group undertakings	-	134,618
Other debtors	111,349	132,905
	<hr/>	<hr/>
	111,349	267,523
	<hr/> <hr/>	<hr/> <hr/>

GOOD LAW PROJECT LIMITED

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED) FOR THE YEAR ENDED 31 JANUARY 2024

8 Creditors: amounts falling due within one year

	2024 £	2023 £
Trade creditors	36,243	136,217
Amounts owed to group undertakings	30,018	-
Taxation and social security	25,761	-
Other creditors	33,048	9,640
Accruals and deferred income	690,092	935,473
	<u>815,162</u>	<u>1,081,330</u>

9 Members' liability

The company is limited by guarantee, not having a share capital and consequently the liability of members is limited, subject to an undertaking by each member to contribute to the net assets or liabilities of the company on winding up such amounts as may be required not exceeding £1.

As set out in its Articles of Association, the income and property of the company shall be applied solely towards the promotion of its objects. No part of the income and property of the company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the company. The company's Articles also contain an "asset lock" so that should the company cease to exist, residual assets must be given or transferred to an asset-locked body such as a charity or a community interest company.

10 Income and expenditure account

	2024 £	2023 £
At the beginning of the year	4,405,000	4,086,187
(Deficit)/surplus for the year	(79,493)	318,813
	<u>4,325,507</u>	<u>4,405,000</u>

GOOD LAW PROJECT LIMITED

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED) FOR THE YEAR ENDED 31 JANUARY 2024

11 Contingent liabilities

The company achieves its aims through strategic litigation, and is claimant or litigation funder in a number of ongoing legal cases. When it, or a claimant it is indemnifying, loses a case, it bears costs incurred by the defendant. When appropriate – typically where this adverse cost risk is substantial – it seeks to mitigate the risk by seeking a court order “capping” the amount to be paid to the defendant in the event that it loses, or supporting the claimant to seek such an order (in instances where the company is the funder of the litigation). It has also built up and set aside a legal defence fund of £0.75m in case a contingent liability of this nature should crystallise.

At the date of signing these accounts, the company had estimated the potential liability for adverse costs arising on 6 cases in its strategic litigation portfolio to be £0.38m, over and above any liabilities already incurred or provisions made for such costs. These have been treated as contingent liabilities as the outcomes of the cases are uncertain. In one of these cases, the company has successfully applied for a cost capping order, and a further application has been made in another case. Cost capping applications can only be made in certain circumstances and at certain points in the life of the litigation. The company also mitigates potential liabilities in cases where it is the litigation funder by capping the indemnity offered to the 3rd party claimant.

The company has also estimated the legal costs it will itself incur in future for the cases in its strategic litigation portfolio, net of the funds it has raised to 31 January for each case. This estimated future liability amounts to £0.15m. Against this the company is holding surpluses on cases which have been completed of £0.08m, which under commitments made to its donors it will apply to future litigation costs. It expects to be able to fundraise for any balance remaining that is required.

In total, the company has potential net liabilities of £0.45m across its litigation portfolio against its legal defence fund of £0.75m. However, it does not expect to fight and lose all these cases in its portfolio, and it expects to be able to fundraise further as the litigation in certain of the cases progresses.

The directors and officers of the company have the benefit of the indemnity provisions contained in the company's Articles of Association and the company has entered into deeds of indemnity with its directors and officers at 30 November 2021 until further notice. The indemnities are intended to be compliant with section 234 of the CA 2006 and represent qualifying third-party indemnity provisions thereunder.

12 Operating lease commitments

At the reporting end date the company had outstanding commitments for future minimum lease payments under non-cancellable operating leases, as follows:

2024	2023
£	£
394,570	-
<u>394,570</u>	<u>-</u>

13 Related party transactions

The company's interest in its subsidiary, Good Law Practice Limited, a regulated legal practice, increased from 51% to 100% during the year.

During the year, the company supported its subsidiary financially through grants amounting to £131,300. It also made an interest-free working capital loan to its subsidiary, of £300,000. The company and its subsidiary subsequently agreed to convert total borrowings of £439,000 into share capital. Consequently, Good Law Practice Limited issued share capital to Good Law Project in the same amount. The company considers this to be an investment which enables the provision of legal services to those whose objectives Good Law Project supports, who would not otherwise be able to access them.

No borrowings were outstanding between the company and its subsidiary at the balance sheet date.

GOOD LAW PROJECT LIMITED
MANAGEMENT INFORMATION
FOR THE YEAR ENDED 31 JANUARY 2024

GOOD LAW PROJECT LIMITED

DETAILED TRADING AND INCOME AND EXPENDITURE ACCOUNT

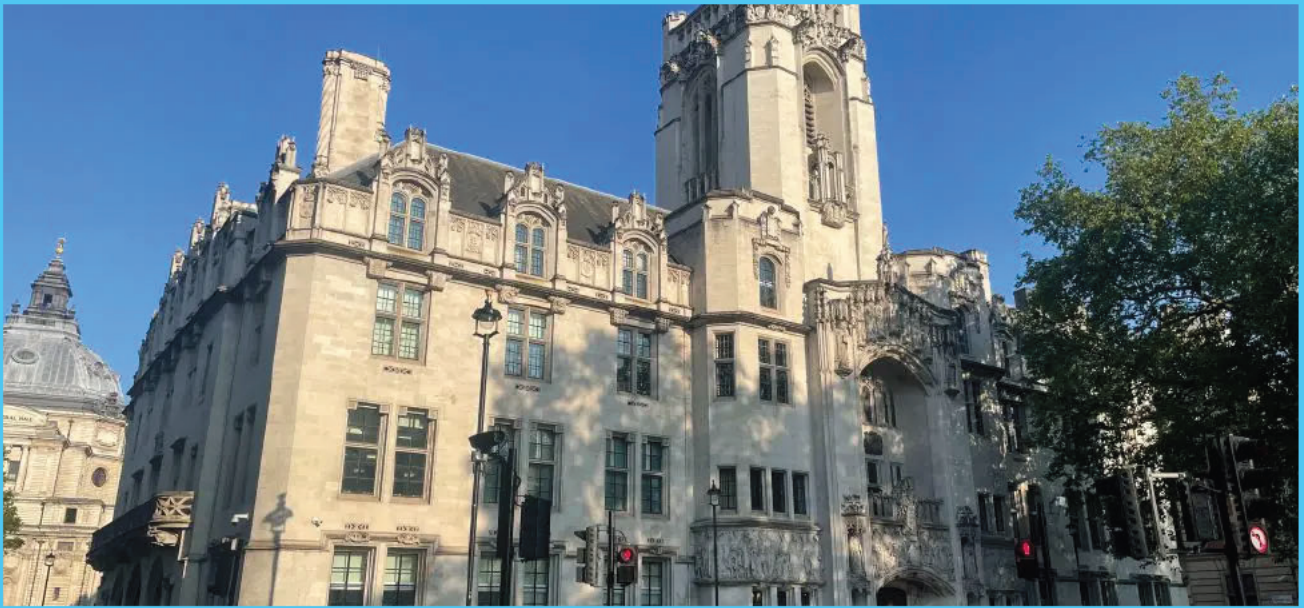
FOR THE YEAR ENDED 31 JANUARY 2024

		2024		2023
	£	£	£	£
Income				
Regular and one-off general donations		3,603,985		3,974,621
Crowdfunded income		626,941		601,025
Grants and high value donations		417,017		309,478
Legal costs awarded		467		132,426
		<u>4,648,410</u>		<u>5,017,550</u>
Direct costs				
Litigation and mission-related costs				
Legal advice and litigation costs (including on behalf of partners)	942,790		1,784,711	
Other support to other organisations	153,375		257,008	
Research and consultancy	12,977		37,822	
Wages and salaries (including social security and pension costs)	527,305		536,676	
Impairment losses on investment in the development of Good Law Practice	439,100		-	
Campaigns, communications and fundraising costs				
Income processing fees charged by payment providers	201,379		224,125	
Website maintenance and development and other supporter engagement systems	183,107		101,266	
Other communications and fundraising costs	219,949		249,768	
Wages and salaries (including social security and pension costs)	899,033		603,487	
Temporary staff costs	10,226		14,605	
		<u>(3,589,241)</u>		<u>(3,809,468)</u>
Gross surplus		1,059,169		1,208,082
Other operating income				
Sundry income		79		138
Administrative expenses		(1,188,949)		(889,407)
Operating (deficit)/surplus		(129,701)		318,813
Interest receivable and similar income				
Bank interest received	50,208		-	
		<u>50,208</u>		<u>-</u>
Net surplus for the year		<u>(79,493)</u>		<u>318,813</u>

GOOD LAW PROJECT LIMITED

SCHEDULES TO THE INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31 JANUARY 2024

	2024	2023
	£	£
Administrative expenses		
Wages and salaries (including social security and pension costs)	619,816	328,600
Premises, administration and utilities	223,499	151,874
Business applications and technology costs	77,562	81,886
Travelling and subsistence	22,934	13,075
Professional services and consultancy	136,911	140,166
Training and recruitment	65,292	149,390
Other costs	4,222	1,130
Amortisation	1,319	-
Depreciation	35,682	24,023
Profit or loss on sale of tangible assets	1,712	(737)
	<hr/>	<hr/>
	1,188,949	889,407
	<hr/> <hr/>	<hr/> <hr/>



[← Back to About](#)

Governance and funding

We're proud that almost all of our funding comes from people across the UK, which keeps us fiercely independent. And we use every last penny to make positive change – not profits.

Key information

+ Expand

Our non-profit status

- Collapse

Charities in the UK are bound by regulations to make sure they focus on the public benefit. These rules are often flouted, but they're very strictly drawn around political campaigning.

Good Law Project fights to resist hate and bring hope – which is a political project. We're set up as a non-profit company and not a charity, so we can punch up at power without one hand tied behind our back.

We have an asset lock which means any profit goes back into the organisation – not to shareholders or members. Our founder, Jo Maugham, owns the Good Law Project trademark and has licensed its use to the company for 50 years.

Funding and finances

+ Expand

Fair pay

+ Expand

1% for the Planet

+ Expand

**Together we can
stand against hate**

Join the fight

Donate now



**Stay up to date and be the first to
hear about how to take action**

First Name *

Enter your first name

Surname *

Enter your surname

Your Email Address *

Enter your email address

Sign up

By completing this form, I agree to receive occasional emails per the terms of the Good Law Project's [privacy notice](#).

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Good Law Project Ltd. 3 East Point, High Street, Seal, Sevenoaks, Kent, United Kingdom, TN15 0EG.

(This is our registered address and for correspondence only)

Company Registration No. 10556197

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FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE COMPANY LIMITED BY GUARANTEE

Company Number **10556197**

The Registrar of Companies for England and Wales, hereby certifies that

GOOD LAW PROJECT LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **10th January 2017**



* N10556197L *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Application to register a company



Received for filing in Electronic Format on the: 09/01/2017

X5XQAOKX

Company Name in full: **GOOD LAW PROJECT LIMITED**

Company Type: **Private company limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **3 EAST POINT HIGH STREET
SEAL
SEVENOAKS
KENT
UNITED KINGDOM TN15 0EG**

Sic Codes: **69109**

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **JOLYON TOBY DENNIS MAUGHAM**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/07/1971** *Nationality:* **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

<i>Nature of control</i>	The person holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **JOLYON TOBY DENNIS MAUGHAM**

Address **3 EAST POINT HIGH STREET, SEAL
SEVENOAKS
KENT
UNITED KINGDOM
TN15 0EG**

Amount Guaranteed **1.00**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of GOOD LAW PROJECT LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Method of authentication: Electronic

Name of subscriber(s)

JOLYON TOBY DENNIS MAUGHAM

Dated:

ARTICLES OF ASSOCIATION

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

Articles of Association of GOOD LAW PROJECT LIMITED

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms

1.1 In these Articles, unless the context requires otherwise:

appointor has the meaning given to that term in Article 25.1;

Articles means the Company's articles of association for the time being in force;

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

CA 2006 means the Companies Act 2006;

chairman has the meaning given to that term in Article 14.2;

chairman of the meeting has the meaning given to that term in Article 36;

Clear Days means (in relation to the period of a notice) that 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;

Companies Acts means the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the Company;

Conflict has the meaning given to that term in Article 17.2;

conflicted director means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon;

corporate representative has the meaning given to that term in Article 44;

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

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

electronic form has the meaning given to that term in section 1168 of CA 2006;

hard copy form has the meaning given to that term in section 1168 of CA 2006;

instrument means a document in hard copy form;

member has the meaning given to that term in section 112 of CA 2006;

Model Articles means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

non-conflicted director means any director who is not a conflicted director;

ordinary resolution has the meaning given to that term in section 282 of CA 2006;

participate, in relation to a directors' meeting, has the meaning given to that term in Article 13;

proxy notice has the meaning given to that term in Article 42.2;

proxy notification address has the meaning given to that term in Article 43.1;

relevant officer has the meaning given to that term in Articles 51.3.2 or 52.2.1, as the case may be;

relevant loss has the meaning given to that term in Article 52.2.2;

special resolution has the meaning given to that term in section 283 of CA 2006;

subsidiary has the meaning given to that term in section 1159 of CA 2006;

United Kingdom means Great Britain and Northern Ireland; and

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

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in CA 2006 as in force on the date when these Articles become binding on the Company shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force.
- 1.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the articles of association of the Company.

2 **Liability of members**

- 2.1 The liability of each member is limited to £1.00, being the amount that each member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a member or within one year after he ceases to be a member, for:
 - 2.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a member;
 - 2.1.2 payment of the costs, charges and expenses of winding up; and
 - 2.1.3 adjustment of the rights of the contributories among themselves.

PART 2

STATEMENT OF OBJECTS

3 **Objects**

- 3.1 The objects for which the Company is established are:

- 3.1.1 carry on business as a general commercial company.
- 3.1.2 to carry on any other trade or business whatsoever which can, in the opinion of the Company, be advantageously carried on by the Company in connection with or ancillary to any of the general business of the Company or is calculated directly to benefit the Company or enhance the value of or render profitable any of the Company's property or rights or is required by any customers of or persons dealing with the Company;
- 3.1.3 to purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property;
- 3.1.4 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- 3.1.5 to invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
- 3.1.6 to lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person included any holding company, subsidiary or fellow subsidiary company in any manner;
- 3.1.7 to borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- 3.1.8 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;
- 3.1.9 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;
- 3.1.10 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same;
- 3.1.11 to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are to have been employed by, or who are serving or have served the Company, and to the wives, widows, children and other relatives and dependents of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation

and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependents; and

- 3.1.12 to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, subcontractors or otherwise and either alone or in conjunction with others.
- 3.2 The objects set forth in each sub-Article of this Article 3 shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in each sub-Article or from the name of the Company. None of each sub-Articles or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-Article, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-Articles as if each sub-Article contained the objects of a separate company. The word **company** in this Article, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
- 3.3 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Article 3 and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, provided that nothing herein shall prevent any payment in good faith by the Company:
- 3.3.1 of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
- 3.3.2 of any interest on money lent by any member of the Company or any director at a reasonable and proper rate;
- 3.3.3 of reasonable and proper rent for premises demised or let by any member of the Company or any director; and
- 3.3.4 to any director of out-of-pocket expenses.
- 3.4 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Company, but shall be given or transferred to some other institution (charitable or otherwise) having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income to its or their members, such institutions to be determined by the members of the Company at or before the time of dissolution.

PART 3

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 Directors' general authority

Subject to the Articles and to the applicable provisions for the time being of the Companies Acts, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 Change of Company name

Without prejudice to the generality of Article 4, the directors may resolve in accordance with Article 9 to change the Company's name.

6 Members' reserve power

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

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

7 Directors may delegate

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

7.1.1 to such person or committee;

7.1.2 by such means (including by a power of attorney);

7.1.3 to such an extent;

7.1.4 in relation to such matters or territories; and

7.1.5 on such terms and conditions;

as they think fit.

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

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

8 Committees

8.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.

8.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

8.3 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.

DECISION-MAKING BY DIRECTORS

9 Directors to take decisions collectively

9.1 The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with Article 10 (Directors' written resolutions) or otherwise as a unanimous decision taken in accordance with Article 11 (Unanimous decisions).

9.2 If:

9.2.1 the Company only has one director for the time being, and

9.2.2 no provision of the Articles requires it to have more than one director, the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

9.3 Subject to the Articles, each director participating in a directors' meeting has one vote.

10 Directors' written resolutions

- 10.1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors).
- 10.2 If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors).
- 10.3 Notice of a proposed directors' written resolution must indicate:
 - 10.3.1 the proposed resolution; and
 - 10.3.2 the time by which it is proposed that the directors should adopt it.
- 10.4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting.
- 10.5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

11 Unanimous decisions

- 11.1 A decision of the directors is taken in accordance with this Article 11 when all non-conflicted directors indicate to each other by any means that they share a common view on a matter.
- 11.2 A decision may not be taken in accordance with this Article 11 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.
- 11.3 Once a directors' unanimous decision is taken in accordance with this Article 11 it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

12 Calling a directors' meeting

- 12.1 Any director may call a directors' meeting by giving notice of the meeting to each of the directors (including alternate directors), whether or not he is absent from the UK, or by authorising the company secretary (if any) to give such notice.
- 12.2 Notice of any directors' meeting must indicate:
 - 12.2.1 its proposed date and time;
 - 12.2.2 where it is to take place; and
 - 12.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 12.3 Subject to Article 12.4, notice of a directors' meeting must be given to each director but need not be in writing.
- 12.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company prior to or up to and including not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

13 Participation in directors' meetings

- 13.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
 - 13.1.1 the meeting has been called and takes place in accordance with the Articles, and

- 13.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 13.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 13.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 14 Chairing of directors' meetings**
- 14.1 The directors may appoint a director to chair their meetings.
- 14.2 The person so appointed for the time being is known as the chairman.
- 14.3 The directors may terminate the chairman's appointment at any time.
- 14.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.
- 15 Chairman's casting vote at directors' meetings**
- 15.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.
- 15.2 Article 15.1 does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon).
- 16 Quorum for directors' meetings**
- 16.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 16.2 Subject to Article 16.3, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed it is two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles and accordingly the quorum for the transaction of business in these circumstances shall be one.
- 16.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 17 (Directors' conflicts of interests) to authorise a director's Conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director.
- 17 Directors' conflicts of interests**
- 17.1 For the purposes of this Article 17, a **conflict of interest** includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.
- 17.2 The directors may, in accordance with the requirements set out in this Article 17, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of CA 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a **Conflict**).
- 17.3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors.
- 17.4 Any authorisation under this Article 17 will be effective only if:

- 17.4.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - 17.4.2 any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s); and
 - 17.4.3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted.
- 17.5 Any authorisation of a Conflict under this Article 17 may (whether at the time of giving the authorisation or subsequently):
- 17.5.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
 - 17.5.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; or
 - 17.5.3 be terminated or varied by the directors at any time.
- This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.
- 17.6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:
- 17.6.1 disclose such information to the directors or to any director or other officer or employee of the Company; or
 - 17.6.2 use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.
- 17.7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:
- 17.7.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
 - 17.7.2 is not given any documents or other information relating to the Conflict;
 - 17.7.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.
- 17.8 Where the directors authorise a Conflict:
- 17.8.1 the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict;
 - 17.8.2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of CA 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation.
- 17.9 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he receives as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the

Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of CA 2006.

- 17.10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 17.5.2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office:
- 17.10.1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested;
 - 17.10.2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the Company, in which he is in any way directly or indirectly interested;
 - 17.10.3 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - 17.10.4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
 - 17.10.5 shall not, by reason of his office, be accountable to the Company for any benefit which he (or anyone connected with him (as defined in section 252 of CA 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of CA 2006.
- 17.11 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 17.12 Subject to Article 17.13, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 17.13 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

18 Records of decisions to be kept

The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

19 Directors' discretion to make further rules

Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT AND TERMINATION OF APPOINTMENT OF DIRECTORS

20 Number of directors

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

21 Methods of appointing directors

21.1 Subject to Article 21.2, 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:

21.1.1 by ordinary resolution, or

21.1.2 by a decision of the directors.

21.2 No person who is not a member shall in any circumstances be eligible to hold office as a director.

22 Termination of director's appointment

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

22.1.1 that person ceases to be a director by virtue of any provision of CA 2006 or is prohibited from being a director by law;

22.1.2 that person ceases to be a member;

22.1.3 a bankruptcy order is made against that person;

22.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debt and the Company resolves that his office be vacated s;

22.1.5 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

22.1.6 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

23 Directors' remuneration

23.1 Directors may undertake any services for the Company that the directors decide.

23.2 Directors are entitled to such remuneration as the directors determine:

23.2.1 for their services to the Company as directors, and

23.2.2 for any other service which they undertake for the Company.

23.3 Subject to the Articles, a director's remuneration may:

23.3.1 take any form, and

23.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

23.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

24 Directors' expenses

24.1 The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary (if any) properly incur in connection with their attendance at:

24.1.1 meetings of directors or committees of directors,

24.1.2 general meetings, or

24.1.3 separate meetings of the holders of any debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

ALTERNATE DIRECTORS

25 Appointment and removal of alternate directors

- 25.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
- 25.1.1 exercise that director's powers; and
 - 25.1.2 carry out that director's responsibilities,
 - 25.1.3 in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 25.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 25.3 The notice must:
- 25.3.1 identify the proposed alternate; and
 - 25.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

26 Rights and responsibilities of alternate directors

- 26.1 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 alternate's appointor.
- 26.2 Except as the Articles specify otherwise, alternate directors:
- 26.2.1 are deemed for all purposes to be directors;
 - 26.2.2 are liable for their own acts and omissions;
 - 26.2.3 are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 CA 2006 inclusive and Article 17); and
 - 26.2.4 are not deemed to be agents of or for their appointors,
- and, in particular (without limitation), 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.
- 26.3 A person who is an alternate director but not a director:
- 26.3.1 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 and provided that no alternate may be counted as more than one director for these purposes);
 - 26.3.2 may participate in a unanimous decision of the directors (but only if his appointor does not participate); and
 - 26.3.3 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).
- 26.4 A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote on any decision of the directors but he shall count as only one for the purpose of determining whether a quorum is present.

26.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

27 Termination of alternate directorship

An alternate director's appointment as an alternate for any appointor terminates:

- 27.1 when that appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 27.2 when notification is received by the Company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms;
- 27.3 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;
- 27.4 on the death of that appointor; or
- 27.5 when the alternate's appointor's appointment as a director terminates.

SECRETARY

28 Appointment and removal of secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

PART 4

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

29 Applications for membership

No person shall become a member of the Company unless:

- 29.1 that person has completed an application for membership in a form approved by the directors; and
- 29.2 the directors have approved the application.

30 Termination of membership

- 30.1 A member may withdraw from membership of the Company by giving seven days' notice to the Company in writing.
- 30.2 The directors may terminate the membership of any member provided that the member concerned shall have a right to be heard before any final decision is made.
- 30.3 Membership is not transferable.
- 30.4 Subject to Articles 30.1 and 30.2, a person's membership terminates when that person dies or ceases to exist.

ORGANISATION OF GENERAL MEETINGS

31 Convening general meetings

The directors may call general meetings and, on the requisition of members pursuant to the provisions of CA 2006, shall forthwith proceed to convene a general meeting in accordance with CA 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the members requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the Company has only a single member, such member shall be entitled at any time to call a general meeting.

32 Notice of general meetings

- 32.1 General meetings (other than an adjourned meeting) shall be called by at least fourteen Clear Days' notice but 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, being a majority who together represent not less than ninety per cent (90%) of the total voting rights at that meeting of all the members.
- 32.2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.
- 32.3 Subject to the provisions of these Articles and to any restrictions imposed on members, the notice shall be given to all members and to the directors, alternate directors and the auditors for the time being of the Company.
- 32.4 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.

33 Resolutions requiring special notice

- 33.1 If CA 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the Company at least twenty-eight Clear Days before the general meeting at which it is to be proposed.
- 33.2 Where practicable, the Company must give the members notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the Company must give the members at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation.
- 33.3 If, after notice to propose such a resolution has been given to the Company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by Article 33.1.

34 Attendance and speaking at general meetings

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

35 Quorum for general meetings

- 35.1 No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of CA 2006, two qualifying persons (as defined in section 318(3) of CA 2006) entitled to vote upon the business to be transacted shall be a quorum; provided

that if the Company has only a single member, the quorum shall be one such qualifying person.

35.2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

36 Chairing general meetings

36.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

36.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

36.2.1 the directors present, or

36.2.2 (if no directors are present), the meeting,

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

36.3 The person chairing a meeting in accordance with this Article is referred to as the **chairman of the meeting**.

37 Attendance and speaking by directors and non-members

37.1 Directors may attend and speak at general meetings, whether or not they are members.

37.2 The chairman of the meeting may permit other persons who are not:

37.2.1 members of the Company, or

37.2.2 otherwise entitled to exercise the rights of members in relation to general meetings,

to attend and speak at a general meeting.

38 Adjournment

38.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.

38.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

38.2.1 the meeting consents to an adjournment, or

38.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

38.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

38.4 When adjourning a general meeting, the chairman of the meeting must:

38.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

38.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

38.5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven Clear Days' notice of it

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

- 38.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and
 - 38.5.2 containing the same information which such notice is required to contain.
- 38.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

39 Voting: general

- 39.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. Subject to any rights or restrictions to which members are subject, on a show of hands, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a member, in which case he shall have more than one vote) shall have one vote. A proxy shall not be entitled to vote on a show of hands.
- 39.2 No member shall vote at any general meeting, either in person or by proxy, unless all monies presently payable by him to the Company have been paid.
- 39.3 In the case of joint members the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint members; and seniority shall be determined by the order in which the names of the members stand in the register of members.
- 39.4 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

40 Errors and disputes

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

41 Poll votes

- 41.1 On a poll every member who (being an individual is present in person or by proxy) or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote. On a poll, a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
- 41.2 A poll on a resolution may be demanded:
 - 41.2.1 in advance of the general meeting where it is to be put to the vote, or
 - 41.2.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 41.3 A poll may be demanded by:
 - 41.3.1 the chairman of the meeting;
 - 41.3.2 the directors;
 - 41.3.3 two or more persons having the right to vote on the resolution; or

- 41.3.4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 41.4 A demand for a poll may be withdrawn if:
 - 41.4.1 the poll has not yet been taken, and
 - 41.4.2 the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 41.5 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 41.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
- 41.7 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

42 Content of proxy notices

- 42.1 Subject to the provisions of these Articles, a member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. [A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise different voting rights held by that member.]
- 42.2 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which:
 - 42.2.1 states the name and address of the member appointing the proxy;
 - 42.2.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 42.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 42.2.4 is delivered to the Company in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the Company:
 - 42.2.4.1 subject to Articles 42.2.4.2 and 42.2.4.3 in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;
 - 42.2.4.2 in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll; or
 - 42.2.4.3 where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later,

and a proxy notice which is not delivered and received in such manner shall be invalid.

- 42.3 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 42.4 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 and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting.
- 42.5 Unless a proxy notice indicates otherwise, it must be treated as:
 - 42.5.1 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
 - 42.5.2 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.

43 **Delivery of proxy notices**

- 43.1 Any notice of a general meeting must specify the address or addresses (**proxy notification address**) at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.
- 43.2 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 to a proxy notification address.
- 43.3 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.
- 43.4 A notice revoking a proxy appointment only takes effect if it is received by the Company:
 - 43.4.1 in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;
 - 43.4.2 in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four before the time appointed for the taking of the poll; or
 - 43.4.3 in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later,and a notice which is not delivered and received in such manner shall be invalid.
- 43.5 In calculating the periods referred to in Article 42 (Content of proxy notices) and this Article 43, no account shall be taken of any part of a day that is not a working day.
- 43.6 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

44 **Representation of corporations at meetings**

Subject to CA 2006, a company which is a member may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company (**corporate representative**). A director, secretary or other

person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

45 Amendments to resolutions

- 45.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 45.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - 45.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 45.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 45.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 45.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 45.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

- 46 A resolution of the members may be passed as a written resolution in accordance with chapter 2 of part 13 of CA 2006.

PART 5

MISCELLANEOUS PROVISIONS

COMMUNICATIONS

47 Means of communication to be used

- 47.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which of CA 2006 provides for documents or information which are authorised or required by any provision of CA 2006 to be sent or supplied by or to the Company.
- 47.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 47.2.1 If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted;
 - 47.2.2 If properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 47.2.3 If properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied; and
 - 47.2.4 If sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 47.2, no account shall be taken of any part of a day that is not a working day.

- 47.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by of CA 2006.
- 47.4 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 47.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than forty-eight hours.
- 47.6 In the case of joint members, all notices or documents shall be given to the joint member whose name stands first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all of the joint members. Where there are joint members, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint members. The agreement or specification of the joint member whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint member (s) whose name(s) stand later in the register.

ADMINISTRATIVE ARRANGEMENTS

48 Company seals

- 48.1 Any common seal may only be used by the authority of the directors.
- 48.2 The directors may decide by what means and in what form any common seal is to be used.
- 48.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by either at least two authorised persons or at least one authorised person in the presence of a witness who attests the signature.
- 48.4 For the purposes of this Article, an authorised person is:
- 48.4.1 any director of the Company;
 - 48.4.2 the Company secretary (if any); or
 - 48.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

49 No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

50 Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

51 Indemnity

- 51.1 Subject to Article 51.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- 51.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - 51.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - 51.1.1.2 in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of CA 2006),
including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- 51.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 51.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 51.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 51.3 In this Article 51:
 - 51.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
 - 51.3.2 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006) and may, if the members so decide, include any person engaged by the Company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

52 Insurance

- 52.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 52.2 In this Article 52:
 - 52.2.1 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006);
 - 52.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
 - 52.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

of

GOOD LAW PROJECT LIMITED (Registered No. 10556197)

(the "Company")

24 July 2018 (the "Circulation Date")

The following resolution was duly passed as a Special Resolution on 27 July 2018 by way of Written Resolution pursuant to Chapter 2 of Part 13 of the Companies Act 2006.

SPECIAL RESOLUTION

The regulations contained in the document attached hereto be and are hereby approved and adopted as the Articles of Association of the Company and in substitution for and to the exclusion of all existing Articles of Association of the Company.

AGREEMENT TO RESOLUTION

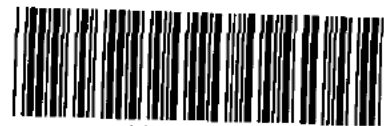
The undersigned, being the sole person entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agrees to the Resolution.

[Redacted Signature]

Jolyon Maugham

24 July 2018

TUESDAY



A25 *A7BDEDNU* #470
31/07/2018
COMPANIES HOUSE

ARTICLES OF ASSOCIATION
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE

Articles of Association of the GOOD LAW PROJECT LTD

PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

1.1. In these Articles, unless the context requires otherwise—

Articles means the company's articles of association for the time being in force;

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

chairman has the meaning given in Article 33;

Clear Days means (in relation to the period of a notice) that 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 takes effect;

Companies Acts means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

Conflict has the meaning given to that term in Article 35;

conflicted director means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorize such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon;

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

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

electronic form has the meaning given in section 1168 of the Companies Act 2006;

hard copy form has the meaning given to that term in section 1168 of the Companies Act 2006;

instrument means a document in hard copy form;

member has the meaning given in section 112 of the Companies Act 2006;

non-conflicted director means any director who is not a conflicted director;

ordinary resolution has the meaning given in section 282 of the Companies Act 2006;

participate, in relation to a directors' meeting, has the meaning given in Article 35;

proxy notice has the meaning given in Article 19;

relevant officer has the meaning given to that term in Article 49;

relevant loss has the meaning given to that term in Article 50.2;

special resolution has the meaning given in section 283 of the Companies Act 2006;

subsidiary has the meaning given in section 1159 of the Companies Act 2006;

United Kingdom means Great Britain and Northern Ireland; and

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

- 1.2. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.
- 1.3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force.
- 1.5. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6. No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the Articles of Association of the Company.

2. Liability of members

- 2.1. The liability of each member is limited to £1.00, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for:
 - 2.1.1. payment of the Company’s debts and liabilities contracted before he ceases to be a member;
 - 2.1.2. payment of the costs, charges and expenses of winding up; and
 - 2.1.3. adjustment of the rights of the contributories among themselves.

3. Objects

- 3.1. The Company is established for the purposes expressed in the Memorandum of Association.

PART 2

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

4. Applications for membership

No person shall become a member of the company unless:

- 4.1. that person has completed an application for membership in a form approved by the directors; and
- 4.2. the directors have approved the application.

5. Termination of membership

- 5.1. A member may withdraw from membership of the company by giving 7 days' notice to the company in writing.
- 5.2. The directors may terminate the membership of any member provided that the member concerned shall have the right to be heard before any final decision is made.
- 5.3. Membership is not transferable.
- 5.4. Subject to Articles 5.1 and 5.2, a person's membership terminates when that person dies or ceases to exist.

ORGANISATION OF GENERAL MEETINGS

6. Annual general meetings

Subject to the Act and to the passing of an elective resolution dispensing the need to hold an annual general meeting, the Company shall hold an annual general meeting within 18 months of incorporation and afterwards once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next.

7. Purpose of annual general meetings

- 7.1. The annual general meeting shall be held for the following purposes:
 - 7.1.1.1. to receive from the Directors a full statement of account, pursuant to Article 46;
 - 7.1.1.2. to receive from the Directors a report of the activities of the Company since the previous annual general meeting;
 - 7.1.1.3. to transact any such other business as may be brought before it.

8. Extraordinary general meetings

All general meetings other than annual general meetings shall be called extraordinary general meetings.

9. Convening general meetings

The Directors may (and the Secretary shall at the request of the Directors) call an extraordinary general meeting at any time. On the written request of a majority in number of the Members, the Secretary shall convene an extraordinary general meeting.

10. Notice of general meetings

10.1. Annual general meetings and extraordinary general meetings (other than an adjourned meeting) shall be called by at least twenty-one Clear Days' notice but a general meeting may be called by shorter notice if so agreed by a majority in number of the members having a right to attend and vote.

10.2. The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.

10.3. Subject to the provisions of these Articles and to any restrictions imposed on members, the notice shall be given to all members and to the directors, alternate directors and the auditors for the time being of the Company.

10.4. 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.

11. Attendance and speaking at general meetings

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

11.2. A person is able to exercise the right to vote at a general meeting when:

11.2.1.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

11.2.1.2. 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.*

11.3. The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

- 11.4. In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 11.5. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

12. Quorum for general meetings

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. Three people present and entitled to vote shall be a quorum.

13. Chairing general meetings

- 13.1. If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 13.2. If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start, the directors present, or if no directors are present, the meeting, must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 13.3. The person chairing a meeting in accordance with this article is referred to as **the chairman of the meeting**.

14. Attendance and speaking by directors and non-members

- 14.1. Directors may attend and speak at general meetings.
- 14.2. The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

15. Adjournment

- 15.1. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it to the same day in the next week at the same time and place or to such other time and place as the directors may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum.
- 15.2. The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
 - 15.2.1.1. the meeting consents to an adjournment; or

- 15.2.1.2. it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.
- 15.3. The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 15.4. When adjourning a general meeting, the chairman of the meeting must:
 - 15.4.1.1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - 15.4.1.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 15.5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - 15.5.1.1. to the same persons to whom notice of the company's general meetings is required to be given; and
 - 15.5.1.2. containing the same information which such notice is required to contain.
- 15.6. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

16. Voting: general

- 16.1. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.
- 16.2. Subject to any rights or restrictions to which members are subject, every member and director who is present shall have one vote. A proxy shall not be entitled to vote on a show of hands.
- 16.3. Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to

that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against the resolution.

- 16.4. In the case of an equality of votes, the chairman shall be entitled to a casting vote in addition to any other vote he or she may have.

17. Errors and disputes

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

18. Poll votes

- 18.1. A poll on a resolution may be demanded:
- 18.1.1.1. in advance of the general meeting where it is to be put to the vote; or
 - 18.1.1.2. at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 18.2. A poll may be demanded by:
- 18.2.1.1. the chairman of the meeting;
 - 18.2.1.2. the directors;
 - 18.2.1.3. two or more persons having the right to vote on the resolution; or
 - 18.2.1.4. a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 18.3. A demand for a poll may be withdrawn if:
- 18.3.1.1. the poll has not yet been taken; and
 - 18.3.1.2. the chairman of the meeting consents to the withdrawal.

- 18.4. Polls must be taken at such time and place and in such manner as the chairman of the meeting directs. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 18.5. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

19. Content of proxy notices

- 19.1. Subject to the provisions of these Articles, a member is entitled to appoint another person as his or her proxy to exercise any or all of his or her rights to attend and to speak and vote at general meetings.
- 19.2. Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
 - 19.2.1.1. states the name and address of the member appointing the proxy;
 - 19.2.1.2. identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 19.2.1.3. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 19.2.1.4. 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.
- 19.3. The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 19.4. 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.
- 19.5. Unless a proxy notice indicates otherwise, it must be treated as:
 - 19.5.1.1. 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

- 19.5.1.2. 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.

20. Delivery of proxy notices

- 20.1. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 20.2. An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 20.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 20.4. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

21. Amendments to resolutions

- 21.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 21.1.1.1. notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - 21.1.1.2. the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 21.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 21.2.1.1. the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 21.2.1.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

- 21.3. If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 3

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

22. Directors' general authority

- 22.1. Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.
- 22.2. Unless otherwise determined by ordinary resolution, the number of Directors shall not be less than one or, at any time at which the Company is a registered charity, three.

23. Change of Company name

Without prejudice to the generality of Article 22, the Directors may resolve in accordance with Article 27 to change the Company's name.

24. Members' reserve power

- 24.1. The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 24.2. No such special resolution invalidates anything which the directors have done before the passing of the resolution.

25. Directors may delegate

- 25.1. Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:
- 25.1.1.1. to such person or committee;
 - 25.1.1.2. by such means (including by power of attorney);
 - 25.1.1.3. to such an extent;
 - 25.1.1.4. in relation to such matters or territories; and
 - 25.1.1.5. on such terms and conditions;
- as they think fit.

- 25.2. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 25.3. The directors may revoke any delegation in whole or part, or alter its terms and conditions.

26. Committees

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

DECISION-MAKING BY DIRECTORS

27. Directors to take decisions collectively

- 27.1. The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 28 or otherwise as a unanimous decision taken in accordance with Article 29.
- 27.2. Subject to the Articles, each director participating in a directors' meeting has one vote.

28. Directors' written resolutions

- 28.1. Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors).
- 28.2. If the Company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors).
- 28.3. Notice of a proposed directors' written resolution must indicate:
 - 28.3.1.1. the proposed resolution; and

28.3.1.2. the time by which it is proposed that the directors should adopt it.

28.4. A proposed directors' written resolution is adopted when a majority of the eligible directors have signed one or more copies of it, provided that those directors would have formed a quorum at a directors' meeting were the resolution to have been proposed at such a meeting.

28.5. References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

29. Unanimous decisions

29.1. A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

29.2. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

29.3. References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

29.4. A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

30. Calling a directors' meeting

30.1. Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

30.2. Notice of any directors' meeting must indicate:

30.2.1.1. its proposed date and time;

30.2.1.2. where it is to take place; and

30.2.1.3. if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 30.3. Subject to Article 30.4, notice of a directors' meeting must be given to each director, but need not be in writing.
- 30.4. Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

31. Participation in directors' meetings

- 31.1. Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 31.1.1.1. the meeting has been called and takes place in accordance with the articles; and
 - 31.1.1.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 31.2. In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 31.3. If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

32. Quorum for directors' meetings

- 32.1. At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 32.2. Subject to Article 32.3, the quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two. If and so long as there is a sole director, he or she may exercise all the powers and authorities vested in the directors by these Articles and accordingly quorum for the transaction of a business in these circumstances shall be one non-conflicted director.
- 32.3. If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

- 32.3.1.1. to appoint further directors; or
- 32.3.1.2. to call a general meeting so as to enable the members to appoint further directors.

33. Chairing of directors' meetings

- 33.1. The directors may appoint a director to chair their meetings.
- 33.2. The person so appointed for the time being is known as the chairman.
- 33.3. The directors may terminate the chairman's appointment at any time.
- 33.4. If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

34. Casting vote

- 34.1. If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- 34.2. *But this does not apply if, in accordance with the Articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.*

35. Conflicts of interest

- 35.1. For the purposes of this Article 35, a **conflict of interest** includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.
- 35.2. If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director has a conflict of interest, then:
 - 35.2.1.1. that director must declare an interest before discussion begins on the matter;
 - 35.2.1.2. withdraw from that part of the meeting unless expressly invited to remain;
 - 35.2.1.3. that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

- 35.3. But, a director who is interested in an actual or proposed transaction or arrangement with the Company may be counted as participating in the decision-making process for quorum and voting purposes if:
- 35.3.1.1. the company by ordinary resolution disappplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - 35.3.1.2. the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 35.3.1.3. the director's conflict of interest arises from a permitted cause.
- 35.4. For the purposes of this article, the following are permitted causes:
- 35.4.1.1. a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
 - 35.4.1.2. subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - 35.4.1.3. arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- 35.5. For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 35.6. Where, in accordance with these Articles, a director who is interested in an actual or proposed transaction or arrangement with the Company is counted as participating in the decision-making process for quorum or voting purposes, or is invited to remain at a directors' meeting (or part of a meeting) for discussion of the matter, the directors must:
- 35.6.1.1. record this and the justification for the director's involvement in the written records of the meeting;
 - 35.6.1.2. publish the director's interest on the Company's website, subject to any consents required by law;
 - 35.6.1.3. include details of the director's interest in the transaction or arrangement in the Company's annual report to members.

- 35.7. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 35.8. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 35.9. Subject to the applicable provisions of the Companies Act, the Articles and to any terms, limits or conditions imposed by the directors, and provided that the (s)he has disclosed the nature and extent of any interest, a director may:
- 35.9.1.1. be party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested;
 - 35.9.1.2. act by himself/herself or his/her firm in a professional capacity for the Company (otherwise than as auditor) and (s)he or his/her firm shall be entitled to remuneration for professional services as if (s)he were not a director; and
 - 35.9.1.3. be a director or other officer of, or employed by, or a party to any contract, transaction, arrangement with, or otherwise interested in any body corporate promoted by the Company or in which the Company is otherwise interested.
- 35.10. For the purposes of Article 35.8 above, a director must disclose the nature and extent of an interest in a transaction or arrangement by ensuring that it is explained to the directors and that:
- 35.10.1.1. the nature and extent of the interest is recorded in the written records of any meeting discussing the matter in which (s)he is interested;
 - 35.10.1.2. the nature and extent of the interest is published on the Company's website, subject to any consents required by law;
 - 35.10.1.3. details of the interest in the transaction or arrangement are included in the Company's annual report to members.

36. Records of decisions to be kept

The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

37. Directors' discretion to make further rules

Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

38. Methods of appointing directors

38.1. Subject to Article 38.2, 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:

38.1.1.1. by ordinary resolution; or

38.1.1.2. by a *decision of the directors*.

38.2. No person who is not a member shall in any circumstances be eligible to hold office as a director.

39. Termination of director's appointment

39.1. A person ceases to be a director as soon as:

39.1.1.1. that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

39.1.1.2. that person ceased to be a member;

39.1.1.3. a bankruptcy order is made against that person;

39.1.1.4. a composition is made with that person's creditors generally in satisfaction of that person's debts;

39.1.1.5. a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become *physically or mentally incapable of acting as a director* and may remain so for more than three months;

39.1.1.6. notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

40. Directors' remuneration

- 40.1. Subject to the Articles, directors may undertake any services for the company that the directors decide.
- 40.2. Subject to the Articles, and in particular Article 40.4, directors are entitled to such remuneration as the directors determine:
 - 40.2.1.1. for their services to the company as directors; and
 - 40.2.1.2. for any other service which they undertake for the company.
- 40.3. Subject to the Articles, a director's remuneration may:
 - 40.3.1.1. take any form;
 - 40.3.1.2. include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 40.4. Where a director is remunerated by the Company, the total annual monetary value of that remuneration must not exceed a sum greater than the annual salary of a Member of Parliament for the United Kingdom.
- 40.5. Unless the directors decide otherwise, directors' remuneration accrues from day to day.

41. Directors' expenses

- 41.1. The Company may pay any reasonable expenses which the directors and the secretary (if any) properly incur in connection with their attendance at:
 - 41.1.1.1. meetings of directors or committees of directors;
 - 41.1.1.2. general meetings; or
 - 41.1.1.3. separate meetings of the holders of debentures of the company.

SECRETARY

42. Appointment and removal of a secretary

- 42.1. The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the

directors so decide, appoint a replacement in each case by decision of the directors, provided that where a secretary is remunerated by the Company:

42.1.1.1. the total annual monetary value of that remuneration must not exceed a sum greater than the annual salary of a Member of Parliament for the United Kingdom; and

42.1.1.2. the remuneration must not be less than the London Living Wage.

PART 4

ADMINISTRATIVE ARRANGEMENTS

43. Means of communication to be used

43.1. Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

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

43.2.1.1. if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted;

43.2.1.2. if properly addressed and delivered by hand, when it was given or left at the appropriate address;

43.2.1.3. if properly and addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied; and

43.2.1.4. if sent or supplied by means of a website, when the material is first made available on the website or, (if later) when the recipient receives (or is deemed to have received) notice of the fact the material is available on the website.

For the purposes of this Article 43.2, no account shall be taken of any part of a day that is not a working day.

43.3. In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other

information was delivered to an address permitted for the purpose of the Companies Act 2006.

- 43.4. Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 43.5. A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

44. Company seals

- 44.1. Any common seal may only be used by the authority of the directors.
- 44.2. The directors may decide by what means and in what form any common seal is to be used.
- 44.3. Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 44.4. For the purposes of this Article, an authorised person is:
 - 44.4.1.1. any director of the company;
 - 44.4.1.2. the company secretary (if any); or
 - 44.4.1.3. any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

RECORDS AND ACCOUNTS

45. Accounting and membership records

- 45.1. The directors shall comply with the Companies Act as to maintaining a members' register, keeping financial records, and the audit or examination of accounts.
- 45.2. Except as provided by law or authorized by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

46. Annual reporting

At the annual general meeting in every year the Directors shall lay before the Company a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Company made up to a date not more than seven months before such meeting) together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the directors and copies of such accounts, balance sheet and reports shall not less than 21 clear days before the date of the meeting be sent to the auditors and to all other persons entitled to receive notices of general meetings.

47. Audit

The Company shall comply with its statutory obligations in relation to audit.

48. Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

49. Indemnity

49.1. Subject to Article 49.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

49.1.1.1. Each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him or her as a relevant officer:

49.1.1.1.1. In the actual or purported execution and/or discharge of his duties, or in relation to them; and

49.1.1.1.2. In relation to the Company's (or any associated Company's) activities as trustee of an occupation pension scheme (as defined in section 235(6) of the Companies Act 2006).

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

- 49.1.1.2. the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in Article 49.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 49.2. This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 49.3. In this Article:
 - 49.3.1.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 49.3.1.2. a **relevant officer** means any director or officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006)), and may, if the members so decide, include any person engaged by the Company or any associated company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor.

50. Insurance

- 50.1. The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.
- 50.2. In this Article:
 - 50.2.1.1. a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006));
 - 50.2.1.2. a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or power in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
 - 50.2.1.3. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

PRIVATE COMPANY LIMITED BY GUARANTEE
WRITTEN RESOLUTION
of
GOOD LAW PROJECT LIMITED (Registered No. 10556197)
(the "Company")
15 February 2019 (the "Circulation Date")

The following resolution was duly passed as a Special Resolution on 15 February 2019 by way of Written Resolution pursuant to Chapter 2 of Part 13 of the Companies Act 2006.

SPECIAL RESOLUTION

The regulations contained in the document attached hereto be and are hereby approved and adopted as the Articles of Association of the Company and in substitution for and to the exclusion of all existing Articles of Association of the Company.

AGREEMENT TO RESOLUTION

The undersigned, being the sole person entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agrees to the Resolution.



Jolyon Maugham

22 February 2019



ARTICLES OF ASSOCIATION
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
Articles of Association of the GOOD LAW PROJECT LTD

PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

1.1. In these Articles, unless the context requires otherwise—

Asset-locked body means (i) a community interest company or a charity; or (ii) a body established outside the United Kingdom that is equivalent to any of those;

Articles means the company's articles of association for the time being in force;

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

chairman has the meaning given in Article 33;

Clear Days means (in relation to the period of a notice) that 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 takes effect;

Companies Acts means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

Conflict has the meaning given to that term in Article 35;

conflicted director means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to

be counted in respect of any resolution to authorize such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon;

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

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

electronic form has the meaning given in section 1168 of the Companies Act 2006;

hard copy form has the meaning given to that term in section 1168 of the Companies Act 2006;

instrument means a document in hard copy form;

member has the meaning given in section 112 of the Companies Act 2006;

non-conflicted director means any director who is not a conflicted director;

ordinary resolution has the meaning given in section 282 of the Companies Act 2006;

participate, in relation to a directors' meeting, has the meaning given in Article 35;

proxy notice has the meaning given in Article 19;

relevant officer has the meaning given to that term in Article 49;

relevant loss has the meaning given to that term in Article 50.2;

special resolution has the meaning given in section 283 of the Companies Act 2006;

subsidiary has the meaning given in section 1159 of the Companies Act 2006;

United Kingdom means Great Britain and Northern Ireland; and

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

- 1.2. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.
- 1.3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force.
- 1.5. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6. No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the Articles of Association of the Company.

2. Liability of members

- 2.1. The liability of each member is limited to £1.00, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for:
 - 2.1.1. payment of the Company’s debts and liabilities contracted before he ceases to be a member;
 - 2.1.2. payment of the costs, charges and expenses of winding up; and
 - 2.1.3. adjustment of the rights of the contributories among themselves.

3. Objects

- 3.1. The Company is established for the purposes expressed in the Memorandum of Association.

PART 1A NOT FOR PROFIT COMPANY

3A. Asset Lock

3A.1 The Company shall not transfer any of its assets other than for full consideration.

3A.2 Provided the conditions in Article 3A.3 are satisfied, Article 3A.1 shall not apply to:

- (a) the transfer of assets to any specified asset-locked body, or (should it no longer exist) to any other asset-locked body; and
- (b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

3A.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the memorandum and Articles of the Company.

3A.4 If:

3A.4.1 the Company is wound up under the Insolvency Act 1986; and

3A.4.2 all its liabilities have been satisfied

any residual assets shall be given or transferred to the asset-locked body specified in Article 3A.5 below notwithstanding anything to the contrary in these Articles.

3A.5 For the purposes of this Article 3A, the following asset-locked body is specified as a potential recipient of the Company's assets under Articles 3A.2 and 3A.4:

Name: The Public Law Project

Charity Registration Number (if applicable): 1003342

Company Registration Number (if applicable): 2368562

3B. Not for profit

3B.1 The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.

PART 2

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

4. Applications for membership

No person shall become a member of the company unless:

- 4.1. that person has completed an application for membership in a form approved by the directors; and
- 4.2. the directors have approved the application.

5. Termination of membership

- 5.1. A member may withdraw from membership of the company by giving 7 days' notice to the company in writing.
- 5.2. The directors may terminate the membership of any member provided that the member concerned shall have the right to be heard before any final decision is made.
- 5.3. Membership is not transferable.
- 5.4. Subject to Articles 5.1 and 5.2, a person's membership terminates when that person dies or ceases to exist.

ORGANISATION OF GENERAL MEETINGS

6. Annual general meetings

Subject to the Act and to the passing of an elective resolution dispensing the need to hold an annual general meeting, the Company shall hold an annual general meeting within 18 months of incorporation and afterwards once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next.

7. Purpose of annual general meetings

- 7.1. The annual general meeting shall be held for the following purposes:
 - 7.1.1.1. to receive from the Directors a full statement of account, pursuant to Article 46;
 - 7.1.1.2. to receive from the Directors a report of the activities of the Company since the previous annual general meeting;
 - 7.1.1.3. to transact any such other business as may be brought before it.

8. Extraordinary general meetings

All general meetings other than annual general meetings shall be called extraordinary general meetings.

9. Convening general meetings

The Directors may (and the Secretary shall at the request of the Directors) call an extraordinary general meeting at any time. On the written request of a majority in number of the Members, the Secretary shall convene an extraordinary general meeting.

10. Notice of general meetings

- 10.1. Annual general meetings and extraordinary general meetings (other than an adjourned meeting) shall be called by at least twenty-one Clear Days' notice but a general meeting may be called by shorter notice if so agreed by a majority in number of the members having a right to attend and vote.
- 10.2. The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.
- 10.3. Subject to the provisions of these Articles and to any restrictions imposed on members, the notice shall be given to all members and to the directors, alternate directors and the auditors for the time being of the Company.
- 10.4. 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.

11. Attendance and speaking at general meetings

- 11.1. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 11.2. A person is able to exercise the right to vote at a general meeting when:
 - 11.2.1.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 11.2.1.2. 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.
- 11.3. The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 11.4. In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 11.5. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were

to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

12. Quorum for general meetings

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. Three people present and entitled to vote shall be a quorum.

13. Chairing general meetings

- 13.1. If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 13.2. If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start, the directors present, or if no directors are present, the meeting, must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 13.3. The person chairing a meeting in accordance with this article is referred to as **the chairman of the meeting**.

14. Attendance and speaking by directors and non-members

- 14.1. Directors may attend and speak at general meetings.
- 14.2. The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

15. Adjournment

- 15.1. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it to the same day in the next week at the same time and place or to such other time and place as the directors may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum.
- 15.2. The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
 - 15.2.1.1. the meeting consents to an adjournment; or
 - 15.2.1.2. it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.

- 15.3. The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 15.4. When adjourning a general meeting, the chairman of the meeting must:
 - 15.4.1.1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - 15.4.1.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 15.5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - 15.5.1.1. to the same persons to whom notice of the company's general meetings is required to be given; and
 - 15.5.1.2. containing the same information which such notice is required to contain.
- 15.6. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

16. Voting: general

- 16.1. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.
- 16.2. Subject to any rights or restrictions to which members are subject, every member and director who is present shall have one vote. A proxy shall not be entitled to vote on a show of hands.
- 16.3. Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against the resolution.
- 16.4. In the case of an equality of votes, the chairman shall be entitled to a casting vote in addition to any other vote he or she may have.

17. Errors and disputes

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

18. Poll votes

- 18.1. A poll on a resolution may be demanded:
 - 18.1.1.1. in advance of the general meeting where it is to be put to the vote; or
 - 18.1.1.2. at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 18.2. A poll may be demanded by:
 - 18.2.1.1. the chairman of the meeting;
 - 18.2.1.2. the directors;
 - 18.2.1.3. two or more persons having the right to vote on the resolution; or
 - 18.2.1.4. a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 18.3. A demand for a poll may be withdrawn if:
 - 18.3.1.1. the poll has not yet been taken; and
 - 18.3.1.2. the chairman of the meeting consents to the withdrawal.
- 18.4. Polls must be taken at such time and place and in such manner as the chairman of the meeting directs. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at

least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

- 18.5. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

19. Content of proxy notices

- 19.1. Subject to the provisions of these Articles, a member is entitled to appoint another person as his or her proxy to exercise any or all of his or her rights to attend and to speak and vote at general meetings.
- 19.2. Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
- 19.2.1.1. states the name and address of the member appointing the proxy;
 - 19.2.1.2. identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 19.2.1.3. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 19.2.1.4. 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.
- 19.3. The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 19.4. 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.
- 19.5. Unless a proxy notice indicates otherwise, it must be treated as:
- 19.5.1.1. 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
 - 19.5.1.2. 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.

20. Delivery of proxy notices

- 20.1. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 20.2. An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 20.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 20.4. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

21. Amendments to resolutions

- 21.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 21.1.1.1. notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - 21.1.1.2. the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 21.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 21.2.1.1. the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 21.2.1.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 21.3. If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 3

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

22. Directors' general authority

- 22.1. Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.
- 22.2. Unless otherwise determined by ordinary resolution, the number of Directors shall not be less than one or, at any time at which the Company is a registered charity, three.

23. Change of Company name

Without prejudice to the generality of Article 22, the Directors may resolve in accordance with Article 27 to change the Company's name.

24. Members' reserve power

- 24.1. The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 24.2. No such special resolution invalidates anything which the directors have done before the passing of the resolution.

25. Directors may delegate

- 25.1. Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:
 - 25.1.1.1. to such person or committee;
 - 25.1.1.2. by such means (including by power of attorney);
 - 25.1.1.3. to such an extent;
 - 25.1.1.4. in relation to such matters or territories; and
 - 25.1.1.5. on such terms and conditions;as they think fit.
- 25.2. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 25.3. The directors may revoke any delegation in whole or part, or alter its terms and conditions.

26. Committees

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

DECISION-MAKING BY DIRECTORS

27. Directors to take decisions collectively

- 27.1. The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 28 or otherwise as a unanimous decision taken in accordance with Article 29.
- 27.2. Subject to the Articles, each director participating in a directors' meeting has one vote.

28. Directors' written resolutions

- 28.1. Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors).
- 28.2. If the Company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors).
- 28.3. Notice of a proposed directors' written resolution must indicate:
 - 28.3.1.1. the proposed resolution; and
 - 28.3.1.2. the time by which it is proposed that the directors should adopt it.
- 28.4. A proposed directors' written resolution is adopted when a majority of the eligible directors have signed one or more copies of it, provided that those directors would have formed a quorum at a directors' meeting were the resolution to have been proposed at such a meeting.
- 28.5. References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

29. Unanimous decisions

- 29.1. A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 29.2. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- 29.3. References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- 29.4. A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

30. Calling a directors' meeting

- 30.1. Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 30.2. Notice of any directors' meeting must indicate:
 - 30.2.1.1. its proposed date and time;
 - 30.2.1.2. where it is to take place; and
 - 30.2.1.3. if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 30.3. Subject to Article 30.4, notice of a directors' meeting must be given to each director, but need not be in writing.
- 30.4. Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

31. Participation in directors' meetings

- 31.1. Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
 - 31.1.1.1. the meeting has been called and takes place in accordance with the articles; and
 - 31.1.1.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 31.2. In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 31.3. If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

32. Quorum for directors' meetings

- 32.1. At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 32.2. Subject to Article 32.3, the quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two. If and so long as there is a sole director, he or she may exercise all the powers and authorities vested in the directors by these Articles and accordingly quorum for the transaction of a business in these circumstances shall be one non-conflicted director.
- 32.3. If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - 32.3.1.1. to appoint further directors; or
 - 32.3.1.2. to call a general meeting so as to enable the members to appoint further directors.

33. Chairing of directors' meetings

- 33.1. The directors may appoint a director to chair their meetings.
- 33.2. The person so appointed for the time being is known as the chairman.

- 33.3. The directors may terminate the chairman's appointment at any time.
- 33.4. If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

34. Casting vote

- 34.1. If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- 34.2. But this does not apply if, in accordance with the Articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

35. Conflicts of interest

- 35.1. For the purposes of this Article 35, a **conflict of interest** includes a conflict of interest and duty and a conflict of duties, and interest includes *both direct and indirect interests*.
- 35.2. If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director has a conflict of interest, then:
 - 35.2.1.1. that director must declare an interest before discussion begins on the matter;
 - 35.2.1.2. withdraw from that part of the meeting unless expressly invited to remain;
 - 35.2.1.3. that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 35.3. But, a director who is interested in an actual or proposed transaction or arrangement with the Company may be counted as participating in the decision-making process for quorum and voting purposes if:
 - 35.3.1.1. the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - 35.3.1.2. the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 35.3.1.3. the director's conflict of interest arises from a permitted cause.

- 35.4. For the purposes of this article, the following are permitted causes:
- 35.4.1.1. a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
 - 35.4.1.2. subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - 35.4.1.3. arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- 35.5. For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 35.6. Where, in accordance with these Articles, a director who is interested in an actual or proposed transaction or arrangement with the Company is counted as participating in the decision-making process for quorum or voting purposes, or is invited to remain at a directors' meeting (or part of a meeting) for discussion of the matter, the directors must:
- 35.6.1.1. record this and the justification for the director's involvement in the written records of the meeting;
 - 35.6.1.2. publish the director's interest on the Company's website, subject to any consents required by law;
 - 35.6.1.3. include details of the director's interest in the transaction or arrangement in the Company's annual report to members.
- 35.7. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 35.8. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

- 35.9. Subject to the applicable provisions of the Companies Act, the Articles and to any terms, limits or conditions imposed by the directors, and provided that the (s)he has disclosed the nature and extent of any interest, a director may:
- 35.9.1.1. be party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested;
 - 35.9.1.2. act by himself/herself or his/her firm in a professional capacity for the Company (otherwise than as auditor) and (s)he or his/her firm shall be entitled to remuneration for professional services as if (s)he were not a director; and
 - 35.9.1.3. be a director or other officer of, or employed by, or a party to any contract, transaction, arrangement with, or otherwise interested in any body corporate promoted by the Company or in which the Company is otherwise interested.
- 35.10. For the purposes of Article 35.8 above, a director must disclose the nature and extent of an interest in a transaction or arrangement by ensuring that it is explained to the directors and that:
- 35.10.1.1. the nature and extent of the interest is recorded in the written records of any meeting discussing the matter in which (s)he is interested;
 - 35.10.1.2. the nature and extent of the interest is published on the Company's website, subject to any consents required by law;
 - 35.10.1.3. details of the interest in the transaction or arrangement are included in the Company's annual report to members.

36. Records of decisions to be kept

The directors must ensure that the company keeps a record, in writing, for at least 6 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

37. Directors' discretion to make further rules

Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

38. Methods of appointing directors

- 38.1. Subject to Article 38.2, 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:
 - 38.1.1.1. by ordinary resolution; or
 - 38.1.1.2. by a decision of the directors.
- 38.2. No person who is not a member shall in any circumstances be eligible to hold office as a director.

39. Termination of director's appointment

- 39.1. A person ceases to be a director as soon as:
 - 39.1.1.1. that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - 39.1.1.2. that person ceased to be a member;
 - 39.1.1.3. a bankruptcy order is made against that person;
 - 39.1.1.4. a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 39.1.1.5. a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - 39.1.1.6. notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

40. Directors' remuneration

- 40.1. Subject to the Articles, directors may undertake any services for the company that the directors decide.
- 40.2. Subject to the Articles, and in particular Article 40.4, directors are entitled to such remuneration as the directors determine:
 - 40.2.1.1. for their services to the company as directors; and
 - 40.2.1.2. for any other service which they undertake for the company.

- 40.3. Subject to the Articles, a director's remuneration may:
- 40.3.1.1. take any form;
 - 40.3.1.2. include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 40.4. Where a director is remunerated by the Company, the total annual monetary value of that remuneration must not exceed a sum greater than the annual salary of a Member of Parliament for the United Kingdom.
- 40.5. Unless the directors decide otherwise, directors' remuneration accrues from day to day.

41. Directors' expenses

- 41.1. The Company may pay any reasonable expenses which the directors and the secretary (if any) properly incur in connection with their attendance at:
- 41.1.1.1. meetings of directors or committees of directors;
 - 41.1.1.2. general meetings; or
 - 41.1.1.3. separate meetings of the holders of debentures of the company.

SECRETARY

42. Appointment and removal of a secretary

- 42.1. The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement in each case by decision of the directors, provided that where a secretary is remunerated by the Company:
- 42.1.1.1. the total annual monetary value of that remuneration must not exceed a sum greater than the annual salary of a Member of Parliament for the United Kingdom; and
 - 42.1.1.2. the remuneration must not be less than the London Living Wage.

PART 4

ADMINISTRATIVE ARRANGEMENTS

43. Means of communication to be used

- 43.1. Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- 43.2. Any notice, document or other information shall be deemed served or delivered to the intended recipient:
 - 43.2.1.1. if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted;
 - 43.2.1.2. if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 43.2.1.3. if properly and addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied; and
 - 43.2.1.4. if sent or supplied by means of a website, when the material is first made available on the website or, (if later) when the recipient receives (or is deemed to have received) notice of the fact the material is available on the website.

For the purposes of this Article 43.2, no account shall be taken of any part of a day that is not a working day.

- 43.3. In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose of the Companies Act 2006.
- 43.4. Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 43.5. A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

44. Company seals

- 44.1. Any common seal may only be used by the authority of the directors.
- 44.2. The directors may decide by what means and in what form any common seal is to be used.
- 44.3. Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by *at least one authorised person in the presence of a witness who attests the signature.*
- 44.4. For the purposes of this Article, an authorised person is:
 - 44.4.1.1. any director of the company;
 - 44.4.1.2. the company secretary (if any); or
 - 44.4.1.3. any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

RECORDS AND ACCOUNTS

45. Accounting and membership records

- 45.1. The directors shall comply with the Companies Act as to maintaining a members' register, keeping financial records, and the audit or examination of accounts.
- 45.2. Except as provided by law or authorized by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

46. Annual reporting

At the annual general meeting in every year the Directors shall lay before the Company a proper income and expenditure account for the period since the last *preceding account (or in the case of the first account since the incorporation of the Company made up to a date not more than seven months before such meeting)* together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the directors and copies of such accounts, balance sheet and reports shall not less than 21 clear days before the date of the meeting be sent to the auditors and to all other persons entitled to receive notices of general meetings.

47. Audit

The Company shall comply with its statutory obligations in relation to audit.

48. Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

49. Indemnity

49.1. Subject to Article 49.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

49.1.1.1. Each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him or her as a relevant officer:

49.1.1.1.1. In the actual or purported execution and/or discharge of his duties, or in relation to them; and

49.1.1.1.2. In relation to the Company's (or any associated Company's) activities as trustee of an occupation pension scheme (as defined in section 235(6) of the Companies Act 2006).

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

49.1.1.2. the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in Article 49.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

49.2. This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

49.3. In this Article:

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

49.3.1.2. a **relevant officer** means any director or officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006)), and may, if the members so decide, include any person engaged by the Company or any associated company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor.

50. Insurance

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

50.2. In this Article:

50.2.1.1. a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006));

50.2.1.2. a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or power in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

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

Company Number: 10556197

Companies Act 2006

Private Company Limited by Guarantee

Written resolution

of

Good Law Project Limited ("the Company")

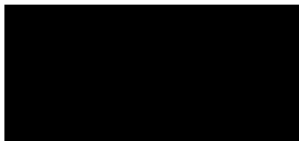
Circulation Date: 15 December 2021

The directors of the Company propose that the following resolution is passed as a special resolution:

THAT by way of special resolution the draft Articles of Association attached hereto be and are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association of the Company.

The undersigned, being the sole member of the Company entitled to vote on the resolution above on 15 December 2021 hereby irrevocably agrees to the resolution.

Signed:

A black rectangular box redacting the signature of the undersigned.

Jolyon Toby Dennis Maugham

Date: 15 December 2021

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

Good Law Project Limited

Company Number 10556197



10 Queen Street Place, London EC4R 1BE
bateswells.co.uk

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of Good Law Project Limited

Company Number 10556197

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the company are:

- 2.1 to promote the sound administration of the law and to challenge injustice and inequality;
- 2.2 to uphold democracy and promote changes to the law and public administration with the aim of improving social justice, equality and inclusion;
- 2.3 to uphold high standards in public administration in accordance with democratic principles;
- 2.4 to enable and promote access to justice and the law, particularly for those whose access is curtailed because of poverty, social or economic disadvantage or discrimination;
- 2.5 to protect and preserve the environment for the benefit of mankind now and in the future;
- 2.6 to advance education and research into good application and development of the law and of administrative practice;
- 2.7 to promote compliance with the law by public and private actors and to address imbalances of economic power in the application of the law; and
- 2.8 to further any other philanthropic or benevolent purpose ancillary to the above purposes.

3. Powers

The company may do anything lawful to further its objects and, in particular but without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

4. Asset Lock

- 4.1 The company shall not transfer any of its assets other than for full consideration except for:
 - 4.1.1 the transfer of assets to an asset-locked body; and

- 4.1.2 the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.
- 4.2 If the company is wound up under the Insolvency Act 1986 and all its liabilities have been satisfied, any residual assets shall be given or transferred to an asset-locked body.

LIMITATION ON PRIVATE BENEFITS

5. Limitation on private benefits

- 5.1 The income and property of the company shall be applied solely towards the promotion of its objects.

Permitted benefits to members

- 5.2 No part of the income and property of the company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the company. This shall not prevent any payment in good faith by the company of:
 - 5.2.1 any payments made to any member properly in their capacity as a beneficiary of the company;
 - 5.2.2 reasonable and proper compensation to any member for any services, goods or other property supplied to the company (including services performed by the member under a contract of employment with the company), provided that if such member is a director, Article 5.3 shall apply;
 - 5.2.3 interest at a reasonable and proper rate on money lent by any member to the company;
 - 5.2.4 any reasonable and proper rent for premises let by any member to the company; and
 - 5.2.5 any payments to a member who is also a director which are permitted under Article 5.3.

Permitted benefits to directors

- 5.3 Subject to Articles 5.4, 5.5 and 5.6, no director may:

- 5.3.1 sell goods, services or any interest in land to the company; or
- 5.3.2 receive any other financial benefit from the company;

and in this Article a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.

- 5.4 A director may receive the following benefits from the company:

- 5.4.1 a director or person Connected to a director may receive a benefit from the company in their capacity as a beneficiary of the company;
- 5.4.2 a director or person Connected to a director may be paid remuneration in accordance with Article 25;

- 5.4.3 a director or person Connected to a director may be reimbursed expenses in accordance with Article 26;
- 5.4.4 a director or person Connected to a director may receive interest at a reasonable and proper rate on money lent to the company;
- 5.4.5 a director or person Connected to a director may receive reasonable and proper rent for premises let to the company;
- 5.4.6 a director may receive reasonable and proper payment for goods or other property supplied to the company;
- 5.4.7 the company may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 5.6; and
- 5.4.8 a director or other officer of the company may receive payment under an indemnity from the company in accordance with the indemnity provisions set out at Article 7;

provided that where benefits are conferred under Article 5.4, Article 19 (Conflicts of Interest) must be complied with by the relevant director in relation to any decisions regarding the benefit.
- 5.5 A director or person Connected to a director who is a solicitor, barrister or other professional may be engaged by or on behalf of the company or a beneficiary to provide legal or other professional services for that beneficiary and shall not be required to account to the company for any remuneration received in respect of such services.
- 5.6 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director or officer in respect of any relevant loss and in this Article:
 - 5.6.1 a “relevant director” means any director or former director of the company or an associated company;
 - 5.6.2 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, any associated company or any pension fund or employees’ share scheme of the company or associated company; and
 - 5.6.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

LIMITATION OF LIABILITY AND INDEMNITY

6. Liability of members

- 6.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while they are a member or within one year after they cease to be a member, for:
 - 6.1.1 payment of the company’s debts and liabilities contracted before they cease to be a member;

- 6.1.2 payment of the costs, charges and expenses of winding up; and
- 6.1.3 adjustment of the rights of the contributories among themselves.

7. Indemnity

Without prejudice to any indemnity to which a director may otherwise be entitled, every director of the company shall be indemnified out of the assets of the company in relation to any liability incurred by the director in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the company may be indemnified out of the assets of the company in relation to any liability incurred by them in that capacity, but only to the extent permitted by the Companies Acts.

DIRECTORS

DIRECTORS' **POWERS** AND RESPONSIBILITIES

8. Directors' **general authority**

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

9. **Members' reserve power**

- 9.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 9.2 No such special resolution invalidates anything the directors have done before the passing of the resolution.

10. Chair

The directors may appoint one of their number to be the Chair of the directors for such term of office as they determine and may at any time remove the person from that office.

11. Directors may delegate

- 11.1 Subject to the Articles, the directors may delegate any of their powers or functions to any committee.
- 11.2 Subject to the Articles, the directors may delegate the implementation of their decisions or day to day management of the affairs of the company to any person or committee.
- 11.3 Any delegation by the directors may be:
 - 11.3.1 by such means;
 - 11.3.2 to such an extent;
 - 11.3.3 in relation to such matters or territories; and
 - 11.3.4 on such terms and conditions;

as they think fit.

- 11.4 The directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 11.5 The directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 11.6 The directors may by power of attorney or otherwise appoint any person to be the agent of the company for such purposes and on such conditions as they determine.

DECISION-MAKING BY DIRECTORS

- 12. Directors to take decisions collectively
 - 12.1 Any decision of the directors must be either:
 - 12.1.1 by decision of a majority of the directors present and voting at a quorate directors' meeting (subject to Article 17); or
 - 12.1.2 a simple majority decision taken in accordance with Article 18.
- 13. **Calling a directors' meeting**
 - 13.1 The Chair or any two directors may (and the Secretary, if any, must at the request of the Chair or any two directors) call a directors' meeting.
 - 13.2 A directors' meeting must be called by at least seven Clear Days' notice unless either:
 - 13.2.1 all the directors agree; or
 - 13.2.2 urgent circumstances require shorter notice.
 - 13.3 In deciding on the date and time of any directors' meeting, the directors calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many directors as practicable are likely to be available to participate.
 - 13.4 Notice of directors' meetings must be given to each director.
 - 13.5 Every notice calling a directors' meeting must specify:
 - 13.5.1 the day and time of the meeting;
 - 13.5.2 the place where all the directors may physically attend the meeting (if any);
 - 13.5.3 the general nature of the business to be considered at the meeting; and
 - 13.5.4 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
 - 13.6 Subject to Article 13.7, notice of directors' meetings need not be in Writing.

- 13.7 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 13.8 Article 31 shall apply, and notice of directors' meetings may be sent by Electronic Means to an Address provided by the director for the purpose.
14. **Participation in directors' meetings**
- 14.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 14.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing, electronic facilities and/or electronic platforms).
- 14.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other. For the avoidance of doubt, a director participating in a meeting via telephone or other communication in accordance with Article 14.1 shall be treated as being present in person at the meeting for all purposes (including, without limitation, for the purposes of any provisions of the Articles relating to the quorum for the meeting).
- 14.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
15. **Quorum for directors' meetings**
- 15.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 15.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of directors, whichever is the greater.
- 15.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- 15.3.1 to appoint further directors; or
- 15.3.2 to call a general meeting so as to enable the members to appoint further directors.
16. **Chairing of directors' meetings**
- 16.1 The Chair, if any, or in their absence another director nominated by the directors present shall preside as chair of each directors' meeting.
- 16.2 The directors may terminate the Chair's appointment at any time.

17. Casting vote
- 17.1 If the numbers of votes for and against a proposal at a directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote they may have.
18. Decisions without a meeting
- 18.1 A decision is taken in accordance with this Article 18 when a majority of the directors eligible to vote on a matter (in accordance with Article 19) indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter.
- 18.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each director or to which each director has otherwise indicated agreement in Writing.
19. Director interests and management of conflicts of interest
- Declaration of interests
- 19.1 Unless Article 19.2 applies, a director must declare the nature and extent of:
- 19.1.1 any direct or indirect interest which they have in a proposed transaction or arrangement with the company; and
- 19.1.2 any duty or any direct or indirect interest which they have which conflicts or may conflict with the interests of the company or their duties to the company.
- 19.2 There is no need to declare any interest or duty of which the other directors are, or ought reasonably to be, already aware.
- Participation in decision-making
- 19.3 If a director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the company, they are entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other directors taking part in the decision-making process.
- 19.4 If a director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the company, they may participate in the decision-making process and may be counted in the quorum and vote unless:
- 19.4.1 the decision could result in the director or any person who is Connected with them receiving a benefit other than:
- (a) any benefit received in their capacity as a beneficiary of the company (as permitted under Article 5.4.1) and which is available generally to the beneficiaries of the company;

- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 5.5;
 - (c) payment under the indemnity set out at Article 7; and
 - (d) reimbursement of expenses in accordance with Article 26; or
- 19.4.2 a majority of the other directors participating in the decision-making process decide to the contrary,
- in which case the director must comply with Article 19.5.
- 19.5 If a director with a conflict of interest or conflict of duties is required to comply with this Article 19.5, they must:
- 19.5.1 take part in the decision-making process only to such extent as in the view of the other directors is necessary to inform the debate;
 - 19.5.2 not be counted in the quorum for that part of the process; and
 - 19.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the company

- 19.6 Where a director or person Connected with them has a conflict of interest or conflict of duties and the director has complied with their obligations under these Articles in respect of that conflict:
- 19.6.1 the director shall not be in breach of their duties to the company by withholding confidential information from the company if to disclose it would result in a breach of any other duty or obligation of confidence owed by the director; and
 - 19.6.2 the director shall not be accountable to the company for any benefit expressly permitted under these Articles which they or any person Connected with them derives from any matter or from any office, employment or position.

20. Register of directors' interests

The directors must ensure a register of directors' interests is kept.

21. Validity of director actions

All acts done by a person acting as a director shall, even if afterwards discovered that there was a defect in their appointment or that they were disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a director.

APPOINTMENT AND RETIREMENT OF DIRECTORS

22. Number of directors

There shall be at least three directors.

23. Appointment of directors

23.1 Any person who is willing to act as a director, and who would not be disqualified from acting under the provisions of Article 24, may be appointed to be a director by ordinary resolution of the members.

Maximum term

23.2 A director shall hold office for a term of three years from the date of their appointment. A director who has served for two consecutive terms of office must take a break from office and may not be reappointed until the anniversary of the commencement of their break from office.

Minimum age

23.3 No person may be appointed as a director unless they have reached the age of 18 years.

General

23.4 A director may not appoint an alternate director or anyone to act on their behalf.

24. Disqualification and removal of directors

24.1 A director shall cease to hold office if:

24.1.1 they cease to be a director by virtue of any provision of the Companies Act 2006, or are prohibited from being a director by law;

24.1.2 a bankruptcy order is made against that director;

24.1.3 a composition is made with that director's creditors generally in satisfaction of that director's debts;

24.1.4 the directors reasonably believe the director has become physically or mentally incapable of managing their own affairs and they resolve that the director be removed from office;

24.1.5 notification is received by the company from the director that they are resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three directors will remain in office when such resignation has taken effect);

24.1.6 the director fails to attend three consecutive meetings of the directors and the other directors resolve that the director be removed for this reason;

24.1.7 at a general meeting of the company, a resolution is passed that the director be removed from office, provided the meeting has invited the director's views and considered the matter in the light of such views; or

24.1.8 at a meeting of the directors at which at least half of the directors are present, a resolution is passed that the director be removed from office. Such a resolution shall not be passed unless the director has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been

afforded a reasonable opportunity of either (at the director's option) being heard by or of making written representations to the directors.

25. **Directors' remuneration**

25.1 Subject to the Articles, directors may undertake any services for the company that the directors decide.

25.2 Subject to the Articles, and particularly Article 25.4, directors are entitled to such remuneration as the directors determine:

25.2.1 for their services to the company as directors; and

25.2.2 for any other service which they undertake for the company.

25.3 Subject to the Articles, a director's remuneration may:

25.3.1 take any form;

25.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

25.4 Where a director is remunerated by the company, the total annual monetary value of that remuneration must not exceed the annual salary of a Member of Parliament for the United Kingdom.

25.5 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

26. **Directors' expenses**

26.1 The company may pay any reasonable expenses which the directors and the Secretary (if any) properly incur in connection with their attendance at:

26.1.1 meetings of directors or committees of directors; or

26.1.2 general meetings.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

27. **Becoming a member**

27.1 The members of the company shall be the subscribers to the Memorandum of Association of the company and such other persons as are admitted to membership by ordinary resolution of the members in accordance with the Articles.

27.2 The directors may admit members if there are no members or if the only member is incapable of managing their own affairs, other than on a temporary basis.

Register of members

27.3 The names of the members of the company must be entered in the register of members.

28. Termination of membership
- 28.1 Membership is not transferable.
- 28.2 A member shall cease to be a member:
- 28.2.1 if the member, being an individual, dies; or
- 28.2.2 on the expiry of at least seven Clear Days' notice given by the member to the company of their intention to withdraw.
29. General meetings
- 29.1 The directors may call a general meeting at any time.
- 29.2 The directors must call a general meeting if required to do so by the members under the Companies Acts.
- 29.3 General meetings must be called and held in accordance with the relevant provisions in the Companies Acts.
30. Written resolutions
- The members may pass written resolutions in accordance with the Companies Acts.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

31. Communications by the company
- Methods of communication
- 31.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the company, including without limitation:
- 31.1.1 in Hard Copy Form;
- 31.1.2 in Electronic Form; or
- 31.1.3 by making it available on a website.
- 31.2 Where a Document or information which is required or authorised to be sent or supplied by the company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the directors may decide what agreement (if any) is required from the recipient.
- 31.3 Subject to the Articles, any notice or Document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the

means by which that director has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

- 31.4 A member present in person or by proxy at a meeting of the company shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 31.5 Where any Document or information is sent or supplied by the company to the members:
- 31.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 31.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 31.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 31.6 Subject to the Companies Acts, a director or any other person (other than in their capacity as a member) may agree with the company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

- 31.7 Where any Document or information has been sent or supplied by the company by Electronic Means and the company receives notice that the message is undeliverable:
- 31.7.1 if the Document or information has been sent to a member or director and is notice of a general meeting of the company, the company is under no obligation to send a Hard Copy of the Document or information to the member's or director's postal address as shown in the company's register of members or directors, but may in its discretion choose to do so;
- 31.7.2 in all other cases, the company shall send a Hard Copy of the Document or information to the member's postal address as shown in the company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
- 31.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

- 31.8 Copies of the company's annual accounts and reports need not be sent to a person for whom the company does not have a current Address.

31.9 Notices of general meetings need not be sent to a member who does not register an Address with the company, or to a member for whom the company does not have a current Address.

32. Communications to the company

The provisions of the Companies Acts shall apply to communications to the company.

33. Secretary

33.1 A Secretary may be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them, provided that where a Secretary is remunerated by the company:

33.1.1 the total annual monetary value of that remuneration must not exceed the annual salary of a Member of Parliament for the United Kingdom; and

33.1.2 the remuneration must not be less than the London Living Wage.

33.2 If there is no Secretary:

33.2.1 anything authorised or required to be given or sent to, or served on, the company by being sent to its Secretary may be given or sent to, or served on, the company itself, and if addressed to the Secretary shall be treated as addressed to the company; and

33.2.2 anything else required or authorised to be done by or to the Secretary of the company may be done by or to a director, or a person authorised generally or specifically in that behalf by the directors.

34. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

35. Minutes

35.1 The directors must ensure minutes are made:

35.1.1 of all appointments of officers made by the directors;

35.1.2 of all resolutions of the company and of the directors (including, without limitation, decisions of the directors made without a meeting); and

36. of all proceedings at meetings of the company and of the directors, including the names of the directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings

were had, or by the chair of the next succeeding meeting, shall, as against any member or director of the company, be sufficient evidence of the proceedings.

37. Records and accounts

37.1 The directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:

37.1.1 annual reports;

37.1.2 annual statements of account; and

37.1.3 annual returns or confirmation statements.

38. Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or Documents merely by virtue of being a member.

39. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

SCHEDULE

INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	“Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	“Articles”	the company's articles of association;
1.3	“Asset-locked body”	(i) a community interest company or a charity; or (ii) a body established outside the United Kingdom that is equivalent to any of those;
1.4	“Chair”	has the meaning given in Article 10;
1.5	“Clear Days”	in relation to the period of a notice, that 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;
1.6	“Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the company;
1.7	“Connected”	any person falling within one of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a director; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with a director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or (d) any company, partnership or firm of which a director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
1.8	“Document”	includes summons, notice, order or other legal process and registers and includes, unless otherwise

- specified, any document sent or supplied in Electronic Form;
- 1.9 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.10 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.11 **“Public Holiday”** means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
- 1.12 **“Secretary”** the secretary of the company (if any);
- 1.13 **“Writing”** 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.
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the company.



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Subject: 12 September Roundtable: Public Law and the Digital Welfare State—Explanations Needed
Attachments: SubmissionNo.44b_Swee_Leng_Harris.pdf; Final pdf version of opinion 7 Sep 2019.pdf

From: **Sweeleng Harris** [REDACTED]
Date: Tue, 10 Sept 2019 at 10:22
Subject: 12 September Roundtable: Public Law and the Digital Welfare State—Explanations Needed
To: Sweeleng Harris [REDACTED]

12 September Roundtable: Public Law and the Digital Welfare State—Explanations Needed

We look forward to seeing you at the roundtable on 12 September at 2pm to discuss transparency, explainability and the right to reasons with regard to the digital welfare state.

By way of some background reading, attached are:

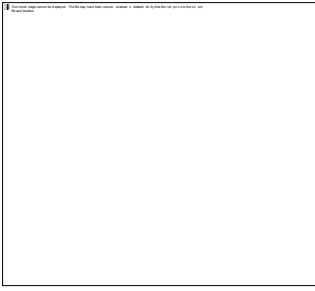
- An opinion by Robin Allen QC and Dee Masters on automated data processing in government decision making, commissioned by The Legal Education Foundation, pages 40 onwards of which are particularly relevant for our discussion - **not for wider circulation at this stage**;
- Swee Leng's conference paper for the Data for Policy conference in June this year, which sets out additional background for Robin and Dee's opinion, particularly the two examples discussed.

A pre-review version of Dr Jennifer Cobbe's paper 'Administrative Law and the Machines of Government: Judicial Review of Automated Public-Sector Decision-Making' is available here:
<https://ssrn.com/abstract=3226913> or <http://dx.doi.org/10.2139/ssrn.3226913>

Best wishes,

Swee Leng and Jolyon

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< Post

Jo Maugham
@JolyonMaugham

This question is of profound significance in the UK where so many benefit decisions are being made by algorithm without adequate monitoring of the effects on different groups. The @GoodLawProject expects soon to bring litigation in an attempt to develop legal safeguards.

JohannesBorgen @jeuasommenulle · 9 Nov 2019

This is actually an extremely interesting thread from a financial legal or even philosophical question. What happens when we trust algos but "We don't understand" why they do something? x.com/dhh/status/119...

2:50 pm · 9 Nov 2019

15 119 252 9

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InstaHARMS

by Good Law Project

About

Everything you need to know about our campaign to make Instagram safer.

Background

Children today face unprecedented exposure to online content through social media platforms.

More children have access to the internet, including on their own mobile devices, than ever before. Whilst Meta claims to 'care deeply about issues like safety, well-being and mental health', there is growing concern over the online harm caused to children and young people by their online platforms. Recent revelations from leaked documents in the US suggest that Meta is aware of the harms caused but is failing to act.

Good Law Project is specifically concerned about the harm caused to young people who are exposed to content that causes them to develop negative self image, specifically around body image that has led to the development of eating disorders, self-harm and suicidal ideation. This content is served to them via recommender algorithms from online platforms, and specifically Instagram (Meta).

Focussing on Instagram

'Recommender algorithms' store data about instagram users' activities online to show them increasingly 'relevant' content: 'if you like this... you'll love this'. This is 'data processing' under the GDPR and is a form of automated decision-making. The algorithm profiles users



according to their likes and dislikes, and makes recommendations based on those profiles. When children 'like' harmful content, the algorithm offers them more of the same.

Under the GDPR, organisations may only process personal data in ways which are 'transparent, fair, and lawful'. Companies must be transparent about how they intend to use data, so that people can give lawful, informed consent to those uses. Proving informed consent by children (who have less understanding of the wider implications of data processing) is a higher bar than for adults.

Recent leaks have revealed that Instagram is aware of the harm that their recommender algorithms cause children and young people. This means it is not being transparent about the ways in which it processes personal data, for which users cannot possibly be giving their informed consent.

What are we aiming to achieve?

Our case aims to secure injunctive or declaratory relief for claimants. This means that, rather than paying out damages, Instagram would be forced to stop using recommender algorithms in certain contexts and for certain age groups, with the court explicitly declaring their use as unlawful. We plan to bring the claim in one or two jurisdictions (one in the UK, another in the EU) depending on funding to ensure as wide an impact as possible across Instagram's global operations.

Who are we at the Good Law Project?

Our mission is to achieve change through the law.

We defend, define and change the law to uphold democracy, protect the environment and ensure no one is left behind.

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