



NOTICE OF MEETING

Notice is hereby given that the Thirty Seventh Annual General Meeting of the British Institute of Cleaning Science Limited will be held via online Teams on Friday 18th December 2020 at 10.00 hrs.

AGENDA

1. To consider and if thought fit adopt the annual report and the Statement of Accounts for the year ending 31st December 2019.
2. To propose Messrs Clifford Roberts are appointed Auditors of the Institute for the ensuing year at a remuneration to be agreed.
3. To consider and if thought fit, vote by special resolution to adopt the amended Articles of Association.

All documents are available on the BICSc website (www.bics.org.uk).

This will conclude the formal business of the meeting; the opportunity will be given to members present to ask questions on the conduct of the Institute's affairs during the year in question.

Note: If any member who is unable to attend wishes to table any written questions this should be addressed to the Chairman to arrive at the Institute's offices not later than Friday 4th December 2020. This will be raised if there is appropriate time during the enquiry session. If time does not allow a written reply will be given subsequently.

Members are reminded that only those members whose subscriptions have been paid in full are entitled to a vote.

BICSc
9 Premier Court
Boarden Close
Moulton Park
Northampton
NN3 6LF

By Order of the Council
Lorraine Davis MBICSc
National Chairman

Annual Company Secretary Statement November 2020

2019 proved to be a financially better year than 2018, costs remained controlled and a small surplus was reported.

The year saw the opening of the BBS Training Suite in July and this meant that additional accreditation for training was achieved and new Accredited Training Members increased on the previous year.

The review of the Cleaning Professional Skills Suite (CPSS) was started and the development of the BICSc Assessors application got underway. The review and development will continue into 2020.

Overall, 2019 has seen the BICSc brand strengthen, and our social media following has increased and been much more active.

2020 with the Covid-19 pandemic has seen turnover reduce and the restrictions put in place have meant that the Conference planned for April 2020 and the 2020 Annual Awards had to be cancelled.

2020 financially is proving to be more difficult but due to even tighter controls on costs, utilisation of the government support and a flexible approach to our products, including creating online options earlier than were planned, BICSc has managed to stay in a reasonable position to date.

The review of CPSS V3 is complete and this was issued to all on the 30th September 2020 along with the BICSc assessor application which has been issued free to all BICSc licenced assessors.

BICSc Standards and Best Practice is now complete and available to purchase from the online store as well as being free to all Corporate and Accredited Training Members. This contains up to date information on all of BICSc Standards and includes what was previously know as Best Value.

Through the continued development, review and amendment of standards, the Institute continues to drive accreditation and membership growth, meaning we continue to meet the BICSc mission.

Neil Spencer-Cook

BICSc Company Secretary

**MINUTES OF THE THIRTY SIXTH ANNUAL GENERAL MEETING
OF
THE BRITISH INSTITUTE OF CLEANING SCIENCE**

Hockenheim Room, Whittlebury Hall, Whittlebury, Towcester NN12 8QH

Thursday 26th September 2019

15.30

Attendees (members of BICSc)

Keith Baker
Soo Bartholomew
Mike Conroy
Lorraine Davis
Ron Dickin
Paul Fereday
Mike Flethcher
Peter Gowers
Denise Hanson
Brian High
Simon Hollingbery
Andy Keogh
Lorraine Larman
Sally Messenger
Mervyn Perry
Melanie Richardson
Jill Roberts
Sue Robinson
Chris Ryan
Yvonne Taylor
Paul Thrupp
Lynn Webster

In attendance:

Stan Atkins – Group CEO
Neil Spencer-Cook – Chief Operating Officer
Marion Wood – Minute Taker

The meeting opened at 15.31

The Chairman, Sue Robinson, FBICSc welcomed all attendees to the meeting.

The Chairman asked for the minutes of the 2018 AGM to be approved, the minutes were proposed by Mike Fletcher and seconded by Chris Ryan. All in favour.

Resolution 1: *To consider and if thought fit adopt the annual report and the Statement of Accounts for the year ended 31st December 2018.*

Mike Fletcher proposed that the accounts and report be accepted. This was seconded by Lynn Webster. All in favour.

Resolution 2: *To propose Messrs Clifford Roberts be appointed Auditors of the Institute for the ensuing year at a remuneration to be agreed.*

Yvonne Taylor proposed that Clifford Roberts be appointed auditors to the Institute. This was seconded by Soo Barthomomew. All in favour.

The outgoing Chairman handed the Chain of Office to Lorraine Davis the incoming Chairman.

The outgoing Chairman announced that she would be standing down from Council.

This concluded the formal business of the meeting.

There being no further business the meeting closed at 15.38.

The COO announced the newly elected individual member of Council for the term is Jill Roberts. The re-elected members of Council were Soo Bartholomew and Lynn Webster, however Lynn Webster had decided to stand down from Council.

The CEO thanked Sue Robinson and Lynn Webster for their services to Council.

The new Chairman announced and the CEO presented three Fellowships to:

Dr Sally Messenger
Jill Roberts
Paul Thrupp

End...

Corresp

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Financial Statements
for the Year Ended 31 December 2019
for
BICS Business Services Limited

BICS Business Services Limited

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for the year ended 31 December 2019

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BICS Business Services Limited
Company Information
for the year ended 31 December 2019

DIRECTORS:

Mr S Atkins
Mr M J Fletcher
Mrs L J Davis

SECRETARY:

Mr N Spencer-Cook

REGISTERED OFFICE:

4 Premier Court
Boarden Close
Moulton Park Industrial Estate
Northampton
Northamptonshire
NN3 6LF

REGISTERED NUMBER:

07994634 (England and Wales)

AUDITORS:

Clifford Roberts
Chartered Accountants &
Statutory Auditors
Pacioli House
9 Brookfield
Duncan Close
Northampton
Northamptonshire
NN3 6WL

BICS Business Services Limited (Registered number: 07994634)

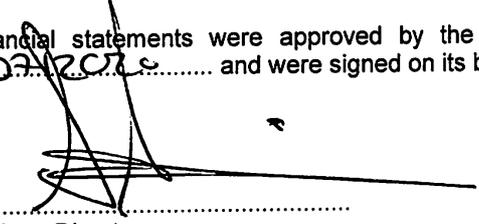
Balance Sheet
31 December 2019

	Notes	2019 £	2018 £
FIXED ASSETS			
Intangible assets	3	-	-
Tangible assets	4	66,374	19,579
		<u>66,374</u>	<u>19,579</u>
CURRENT ASSETS			
Debtors	5	18,777	111,779
Cash at bank and in hand		53,432	114,336
		<u>72,209</u>	<u>226,115</u>
CREDITORS			
Amounts falling due within one year	6	161,844	237,582
		<u>(89,635)</u>	<u>(11,467)</u>
NET CURRENT LIABILITIES			
		<u>(89,635)</u>	<u>(11,467)</u>
TOTAL ASSETS LESS CURRENT LIABILITIES			
		(23,261)	8,112
PROVISIONS FOR LIABILITIES			
		12,610	4,295
NET (LIABILITIES)/ASSETS			
		<u>(35,871)</u>	<u>3,817</u>
CAPITAL AND RESERVES			
Called up share capital	8	1	1
Retained earnings		(35,872)	3,816
SHAREHOLDERS' FUNDS			
		<u>(35,871)</u>	<u>3,817</u>

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

In accordance with Section 444 of the Companies Act 2006, the Income Statement has not been delivered.

The financial statements were approved by the Board of Directors and authorised for issue on 01/07/2020 and were signed on its behalf by:


.....
Mr S Atkins - Director

The notes form part of these financial statements

BICS Business Services Limited

Notes to the Financial Statements
for the year ended 31 December 2019

1. STATUTORY INFORMATION

BICS Business Services Limited is a private company, limited by shares, registered in England and Wales. The company's registered number and registered office address can be found on the Company Information page.

The principal place of business is 9 Premier Court, Boarden Close, Moulton Park Industrial Estate, Northampton, NN3 6LF.

2. ACCOUNTING POLICIES

Basis of preparing the financial statements

These financial statements have been prepared in accordance with applicable United Kingdom accounting standards, including Financial Reporting Standard 102 section 1A - "The Financial Reporting Standard applicable in the UK and Republic of Ireland" ("FRS 102 section 1A") and with the Companies Act 2006. The financial statements have been prepared on the historical cost basis.

The financial statements are presented in Sterling (£) and cover the period to the 31st December each year.

Going concern

At the time of approving the financial statements, despite the on-going Covid-19 pandemic, the directors have a reasonable expectation that the company has adequate resources to continue in operational existence for the foreseeable future. Thus the directors continue to adopt the going concern basis of accounting in preparing the financial statements, particularly given the full support of the parent entity, The British Institute of Cleaning Science Limited.

Turnover

Turnover is measured at the fair value of the consideration received or receivable, excluding discounts, rebates, value added tax and other sales taxes.

Turnover represents the invoiced amount of services provided stated net of value added tax. The turnover and pre tax profit is wholly attributable to the operating activities of the company. Turnover is recognised upon evidence of the date the service is provided.

Goodwill

Goodwill, being the amount paid in connection with the acquisition of a business in 2014, is being amortised evenly over its estimated useful life of three years.

Intangible assets

Intangible assets are initially measured at cost. After initial recognition, intangible assets are measured at cost less any accumulated amortisation and any accumulated impairment losses.

Tangible fixed assets

Depreciation is provided at the following annual rates in order to write off each asset over its estimated useful life.

Improvements to property	- 25% on cost
Fixtures and fittings	- 33% on cost
Computer equipment	- 33% on cost

Taxation

Taxation for the year comprises current and deferred tax. Tax is recognised in the Income Statement, except to the extent that it relates to items recognised in other comprehensive income or directly in equity.

Current or deferred taxation assets and liabilities are not discounted.

Current tax is recognised at the amount of tax payable using the tax rates and laws that have been enacted or substantively enacted by the balance sheet date.

BICS Business Services Limited

Notes to the Financial Statements - continued
for the year ended 31 December 2019

2. ACCOUNTING POLICIES - continued

Deferred tax

Deferred tax is recognised in respect of all timing differences that have originated but not reversed at the balance sheet date.

Timing differences arise from the inclusion of income and expenses in tax assessments in periods different from those in which they are recognised in financial statements. Deferred tax is measured using tax rates and laws that have been enacted or substantively enacted by the year end and that are expected to apply to the reversal of the timing difference.

Unrelieved tax losses and other deferred tax assets are recognised only to the extent that it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits.

Pension costs and other post-retirement benefits

The company operates a defined contribution pension scheme. Contributions payable to the company's pension scheme are charged to profit or loss in the period to which they relate.

Differences between contributions payable in the year and contributions actually paid are shown as either accruals or prepayments in the balance sheet.

Trade and other debtors

Trade and other debtors are initially recognised at fair value and thereafter stated at amortised cost using the effective interest rate method, less impairment losses for bad and doubtful debts except where the effect of discounting would be immaterial. In such cases, the receivables are stated at cost less impairment losses for bad and doubtful debts.

Trade and other creditors

Trade and other creditors are initially recognised at fair value and thereafter stated at amortised cost using the effective interest rate method unless the effect of discounting would be immaterial, in which case they are stated at cost.

3. INTANGIBLE FIXED ASSETS

	Goodwill £
COST	
At 1 January 2019 and 31 December 2019	33,800
AMORTISATION	
At 1 January 2019 and 31 December 2019	33,800
NET BOOK VALUE	
At 31 December 2019	-
At 31 December 2018	-

BICS Business Services Limited

Notes to the Financial Statements - continued
for the year ended 31 December 2019

4. TANGIBLE FIXED ASSETS

	Improvements to property £	Fixtures and fittings £	Computer equipment £	Totals £
COST				
At 1 January 2019	-	-	58,412	58,412
Additions	49,559	3,040	6,270	58,869
At 31 December 2019	<u>49,559</u>	<u>3,040</u>	<u>64,682</u>	<u>117,281</u>
DEPRECIATION				
At 1 January 2019	-	-	38,833	38,833
Charge for year	1,231	586	10,257	12,074
At 31 December 2019	<u>1,231</u>	<u>586</u>	<u>49,090</u>	<u>50,907</u>
NET BOOK VALUE				
At 31 December 2019	<u>48,328</u>	<u>2,454</u>	<u>15,592</u>	<u>66,374</u>
At 31 December 2018	<u>-</u>	<u>-</u>	<u>19,579</u>	<u>19,579</u>

5. DEBTORS: AMOUNTS FALLING DUE WITHIN ONE YEAR

	2019 £	2018 £
Trade debtors	11,563	105,951
Other debtors	7,214	5,828
	<u>18,777</u>	<u>111,779</u>

6. CREDITORS: AMOUNTS FALLING DUE WITHIN ONE YEAR

	2019 £	2018 £
Trade creditors	15,280	13,728
Amounts owed to group undertakings	42,318	5,122
Tax	-	969
VAT	9,831	27,245
Other creditors	3,430	259
Accruals and deferred income	85,020	187,909
Accrued expenses	5,965	2,350
	<u>161,844</u>	<u>237,582</u>

BICS Business Services Limited

Notes to the Financial Statements - continued
for the year ended 31 December 2019

7. FINANCIAL INSTRUMENTS

The company has some exposure to credit, liquidity and cash flow interest rate risks, These risks are limited by the company's financial management policies and practices described below.

Foreign currency risk

The company has exposure to foreign currency risks as some of the company's sales are denominated in Euros (€) and other world currencies. The company requires international companies to pay up front to help mitigate the risks arising from exchange rates.

Credit risk

The company has exposure to credit risks due to the trading with international companies. The company's exposure and it's customers credit worthiness is continually monitored so that any potential problems are detected at an early stage. They also require payment up front for international companies to help eliminate the associated credit risk.

Liquidity risk

The directors have ultimate responsibility for liquidity risk management in maintaining adequate reserves and banking facilities. The only significant non-derivative financial liability remaining at the reporting date is the overdraft on the bank account.

Market risk

There is a market risk associated with the fluctuation in demand for the products and services provided. Most of this is mitigated by monitoring the markets.

The company holds no derivative financial instruments at the year end.

8. CALLED UP SHARE CAPITAL

Allotted, issued and fully paid:		Nominal value:	2019	2018
Number:	Class:		£	£
1	Ordinary	£1	<u>1</u>	<u>1</u>

9. DISCLOSURE UNDER SECTION 444(5B) OF THE COMPANIES ACT 2006

The Report of the Auditors was unqualified.

Adam Billingham BA (Hons) ACA (Senior Statutory Auditor)
for and on behalf of Clifford Roberts

10. DIRECTORS' ADVANCES, CREDITS AND GUARANTEES

The following advances and credits to a director subsisted during the years ended 31 December 2019 and 31 December 2018:

	2019	2018
	£	£
Mr S Atkins		
Balance outstanding at start of year	3,800	-
Amounts advanced	-	4,000
Amounts repaid	(3,800)	(200)
Amounts written off	-	-
Amounts waived	-	-
Balance outstanding at end of year	<u>-</u>	<u>3,800</u>

BICS Business Services Limited

Notes to the Financial Statements - continued
for the year ended 31 December 2019

11. RELATED PARTY DISCLOSURES

During the year the company has traded with related parties, however these have all been in the normal course of business, under normal market conditions, and are immaterial to both parties.

12. ULTIMATE CONTROLLING PARTY

Ultimate controlling party is The British Institute of Cleaning Science Limited, a company limited by guarantee, by virtue of it owning the entire share capital of the reporting entity. The principal place of business of The British Institute of Cleaning Science Limited is 9 Premier Court, Boarden Close, Moulton Park Industrial Estate, Northampton, NN3 6LF.



The British Institute of Cleaning Science

ARTICLES OF ASSOCIATION

Adopted by special resolution dated

2020

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PART 1 - **DEFINITIONS AND INTERPRETATION**

1.1.

1.2. **DEFINITIONS**

1.2.1. In these Articles unless the context requires otherwise:

2006 Act	means the Companies Act 2006;
Annual General Meeting	means the annual general meeting of the Company to be held on such dates and at such locations as may be specified by the Council from time to time;
Auditors	means the firm of accountants appointed to be the auditors of the Company from time to time;
Articles	means the articles of association of the Company as adopted by the Company from time to time;
Chief Executive	means the person appointed to be the managing director of the Company;
Company	Means the British Institute of Cleaning Science Limited (company number 01524014);
Companies Acts	means the Companies Acts (as defined in section 2 of the 2006 Act), in so far as they apply to the Company;
Council	means the body of Council Members constituted from time to time in accordance with these Articles who are responsible for overseeing the day-to-day business and affairs of the Company;
Council Member	means a Member who has been elected appointed to be a member of the Council together with any person appointed to Council in accordance with these Articles;
Director	means a director of the Company from time to time, and includes any person occupying the position of director, by whatever name called;
Eligible	means that they are entitled to become a member in accordance with the provisions of PART 5 -PART 5 -;
Fellow Member	means a member who is awarded Fellowship in accordance with Article 5.4;
Licence to Practice	means the BICSc Licence to Practice issued by the Company;
Member	means those persons who are Eligible and who have agreed to become members of the Company and whose names have been entered in the register of members of the Company;
Officers	means the employees of the Company appointed from time to time to manage the day-to-day business and affairs of the Company;
Ordinary Resolution	means a resolution that is passed by a simple majority of the Members;

Special Resolution	means a resolution that is passed by a majority of not less than 75% of the Members;
Subsidiary	has the meaning given in section 1159 of the 2006 Act;
Subscription	means the annual subscription payable to the Company by Members in the amount determined in accordance with Article 5.7;
Voting Members	means those Members whose class of membership (as set out at Article 5.1) carries the right to vote at general meetings of the Company on matters reserved to such Members.

- 1.2.2. Article headings do not affect the interpretation of these Articles.
- 1.2.3. Words in the singular include the plural and in the plural include the singular.
- 1.2.4. A reference to one gender includes a reference to the other gender.
- 1.2.5. A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of adoption of these Articles and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of adoption of these Articles.
- 1.2.6. Writing or written includes e-mail.

PART 2 - LIABILITY OF MEMBERS, OBJECTS AND POWERS

2.1. LIABILITY OF MEMBERS

- 2.1.1. 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:
- 2.1.1.1. payment of the Company's debts and liabilities contracted before he ceases to be a Member; and
 - 2.1.1.2. payment of the costs, charges and expenses of the winding up of the Company; and
 - 2.1.1.3. adjustment of the rights of the contributories among themselves.

2.2. OBJECT

- 2.2.1. The object for which the Company is established is to provide research, education and training within the cleaning industry acting as an independent body.

2.3. POWERS

- 2.3.1. In pursuance of the object set out in Article 2.2, the Company has the power to:
- 2.3.1.1. buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;

- 2.3.1.2. borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 2.3.1.3. invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 2.3.1.4. subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 2.3.1.5. 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 including any holding company or subsidiary;
- 2.3.1.6. lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- 2.3.1.7. pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 2.3.1.8. enter into contracts to provide services to or on behalf of other bodies;
- 2.3.1.9. provide and assist in the provision of money, materials or other help;
- 2.3.1.10. open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 2.3.1.11. incorporate subsidiary companies to carry on any trade; and
- 2.3.1.12. do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in [Article 2.2](#).

2.4. INCOME

- 2.4.1. The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 2.4.2. No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

- 2.4.2.1. reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- 2.4.2.2. any interest on money lent by any Member or any director at a reasonable and proper rate;
- 2.4.2.3. reasonable and proper rent for premises demised or let by any Member or director; or
- 2.4.2.4. reasonable out-of-pocket expenses properly incurred by any director.

2.5. WINDING UP

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

PART 3 - COUNCIL MEMBERS POWERS AND RESPONSIBILITIES

3.1. COUNCIL MEMBERS' GENERAL AUTHORITY AND, DUTIES, POWERS AND RESPONSIBILITIES

- 3.1.1. Subject to the Articles, the Council Members are responsible for:
 - 3.1.1.1. the oversight and supervision of the Officers; and
 - 3.1.1.2. the approval and authorisation of all strategic and developmental decisions concerning the Company which are not reserved to the Voting Members.
- 3.1.2. The Council Members shall become directors of the Company and subject to the provisions contained within these articles of association shall have all powers, duties and responsibilities afforded to company directors under the Companies Acts.

3.2. VOTING MEMBERS' RESERVE POWERS

- 3.2.1. The Voting Members may, by Special Resolution, direct the Council Members to take, or refrain from taking, specified action provided always that no such Special Resolution shall invalidate anything which the Council Members have done before the passing of the resolution.

3.3. COUNCIL MEMBERS' DELEGATION

- 3.3.1. Subject to the Articles, the Council Members shall delegate to the Officers such powers as are reasonably required to enable the Officers to effectively and properly perform their duties:
 - 3.3.1.1. by such means (including by power of attorney);
 - 3.3.1.2. to such an extent;
 - 3.3.1.3. in relation to such territories; and

- 3.3.1.4. on such terms and conditions as they see fit.
- 3.3.2. If the Council Members so specify, any such delegation may authorise further delegation of the Council Members' powers by any person to whom they are delegated.
- 3.3.3. The Council Members may revoke any delegation in whole or part, or alter its terms and conditions.
- 3.4. PROJECT ACTION GROUPS
 - 3.4.1. The Council may convene project groups of such constitution and with such authority as the Council in its absolute discretion may determine from time to time to undertake such functions as the Council may specify from time to time (**Project Action Groups**).
 - 3.4.2. Persons appointed to Project Action Groups may include:
 - 3.4.2.1. employees of the Company; and
 - 3.4.2.2. such third-party consultants and advisors as Council may determine from time to time.
 - 3.4.3. Project Action Groups shall at all times comply with such rules of procedure for the operation and conduct of such groups as Council may in its absolute discretion specify from time to time.
 - 3.4.4. Project Action Groups being a part of the Company are subject to all decisions of the Council Members and shall be liable for producing such books of account as may be requested by the Council and to account for all or any taxes that may be attributable to the Project Action Group itself as being part of the Company. Such accounts and all monies held by Project Action Groups shall be a part of the assets of the Company.
- 3.5. COUNCIL MEMBERS MUST TAKE DECISIONS COLLECTIVELY
 - 3.5.1. The general rule about decision-making by Council Members is that any decision of the Council Members must be either a majority decision at a meeting or a decision taken in accordance with Article 3.6.
- 3.6. UNANIMOUS DECISIONS
 - 3.6.1. A decision of the Council Members is taken unanimously when all Council Members eligible to vote (Eligible Council Members) indicate to each other by any means that they share a common view on a matter.
 - 3.6.2. Such a decision may take the form of a resolution in writing, copies of which have been signed by each Eligible Council Member or to which each Eligible Council Member has otherwise indicated agreement in writing.
 - 3.6.3. References in Article 3.6 to Eligible Council Members are to Council Members who would have been entitled to vote on the matter had it been proposed as a resolution at a Council Members' meeting.
 - 3.6.4. A decision is not deemed to have been taken unanimously if the Eligible Council Members would not have formed a quorum at such a meeting.
- 3.7. CALLING A COUNCIL MEMBERS' MEETING
 - 3.7.1. Council Members' meetings shall take place on not less than a quarterly basis commencing in January of each year.

- 3.7.2. Any Council Member may call a Council Members' meeting by giving notice of the meeting to the Council Members or by authorising the Company secretary (if any) to give such notice.
- 3.7.3. Notice of any Council Members' meeting must indicate:
 - 3.7.3.1. its proposed date and time;
 - 3.7.3.2. where it is to take place; and
 - 3.7.3.3. if it is anticipated that Council Members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 3.7.4. Notice of a Council Members' meeting must be given to each Council Member at least 14 clear days prior to the date of the meeting, but need not be in writing.
- 3.7.5. Notice of a Council Members' meeting need not be given to Council Members 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.
- 3.8. PARTICIPATION IN COUNCIL MEMBERS' MEETINGS
 - 3.8.1. Subject to these Articles, Council Members participate in a Council Members' meeting, or part of a Council Members' meeting, when:
 - 3.8.1.1. the meeting has been called and takes place in accordance with these Articles; and
 - 3.8.1.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
 - 3.8.2. In determining whether Council Members are participating in a Council Members' meeting, it is irrelevant where any Council Member is or how they communicate with each other provided always that any such communication takes place directly and in real time.
 - 3.8.3. If all the Council Members 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.
- 3.9. QUORUM FOR COUNCIL MEMBERS' MEETINGS
 - 3.9.1. At a Council Members' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
 - 3.9.2. The quorum for Council Members' meetings may be fixed from time to time by a decision of the Council Members, but it must never be less than two thirds of the total number of Council Members in office at the time of the meeting.
 - 3.9.3. If the total number of Council Members for the time being is less than the quorum required, the Council Members must not take any decision other than a decision:
 - 3.9.3.1. to appoint further Council Members, or
 - 3.9.3.2. to call a general meeting so as to enable the Members to elect further Council Members.

3.10. CHAIRING OF COUNCIL MEMBERS' MEETINGS

- 3.10.1. The Council Members shall select a person to assume the role of Chairman for a term of three years in accordance with the provisions set out in these Articles of Association. The Chairman as at the date of adoption of these Articles is Lorraine Davis whose position as Chairman shall continue unless otherwise terminated until [] September 2021 whereby she shall be eligible for election as Chairman for an extended term until [] September 2022 by way of simple majority vote of the Council .
- 3.10.2. Not less than one week prior to an Annual General Meeting of the Company if the Chairman is due to enter into his penultimate year of his 3 year term, the Chairman shall make a recommendation to the Council of a person to replace him at the end of the term ("the Nominee"). Subject to approval of the Council Members by a simple majority, the Nominee shall assume the role of Deputy Chair Elect.
- 3.10.3. Any Council Member may be appointed as Chairman.
- 3.10.4. The Council Members may by simple majority terminate the appointment of the Chairman or Deputy Chair Elect at any time.
- 3.10.5. At the end of their 3 year term, the Chairman's position shall automatically terminate and the Deputy Chair Elect shall assume the role of Chairman for a term of 3 years.
- 3.10.6. In the event that a Chairman and/or Deputy Chair Elect's position is terminated pursuant to Article 3.10.4 or if they resign their position as Chairman/Deputy Chair Elect , the Council Members shall elect by simple majority a new Chairman/Deputy Chair Elect as appropriate as the first order of business at the next meeting of the Council Members following their termination.
- 3.10.7. In the event that the Chairman cannot attend at a Council Members' Meeting, they may by notice in writing to the Council Members' at least one day prior to the relevant Council's Meeting appoint one of the Council Members as a proxy who shall have the rights and authorities as Chairman for the purposes of the relevant Council Member's Meeting as afforded under these Articles of Association. The Chairman may at their discretion revoke the appointment of their proxy at any time.
- 3.10.8. If the Chairman or a relevant proxy appointed pursuant to Article 3.10.7 is not participating in a Council Members' meeting within 10 minutes of the time at which it was to start, the Deputy Chair Elect shall act as Chairman. If the Deputy Chair Elect is not participating in a Council Members' meeting within 10 minutes of the time at which it was to start, the participating Council Members may appoint one of their number to act as Chairman.
- 3.10.9. The Chairman shall not be entitled to vote on any matter to be decided by the Council save that in the case of an equality of votes the Chairman shall have a casting vote, unless he is not present in which case the Deputy Chair Elect shall have a casting vote.

3.11. CONFLICTS OF INTEREST

- 3.11.1. If a proposed decision of the Council Members is concerned with an actual or proposed transaction or arrangement with the Company in which a Council Member or a party associated or connected with a Council Member is interested, that Council Member shall declare the nature and extent of their interest in advance of any vote on a proposed decision. Following such declaration of interest, unless Article 3.11.2 applies, the declaring Council Member shall not be counted as participating in the decision-making process for quorum or voting purposes. However, if Article 3.11.2 applies then the declaring Council Member shall be counted as participating in the decision-making process for quorum or voting purposes.
- 3.11.2. This article applies when:
- 3.11.2.1. the Voting Members by Ordinary Resolution disapply the provision of these Articles which would otherwise prevent a Council Member from being counted as participating in the decision-making process; or
 - 3.11.2.2. the Council Member's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.
- 3.11.3. Subject to Article 3.11.4, if a question arises at a meeting of Council Members or of a Committee as to the right of a Council Member 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 Council Member other than the Chairman is to be final and conclusive.
- 3.11.4. 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 majority decision of the Council Members 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.
- 3.12. RECORDS OF DECISIONS TO BE KEPT
- 3.12.1. The Council Members 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 Council Members.
- 3.13. COUNCIL MEMBERS' DISCRETION TO MAKE FURTHER RULES
- 3.13.1. Subject to the Articles, the Council Members 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 Council Members.

PART 4 - COUNCIL CONSTITUTION

4.1. APPOINTMENT OF COUNCIL MEMBERS

- 4.1.1. Unless otherwise determined by Ordinary Resolution of the Voting Members in general meeting, the number of Council Members shall not be less than five and not more than nine in addition to the Chief Executive and including the Chairman and the Deputy Chair Elect.
- 4.1.2. Subject to Article 4.1.3, any Member who is willing to act as a Council Member, and is permitted by law to do so, may be eligible for election in accordance with the provisions of this Article 4 and, if elected, may serve as a Council Member.
- 4.1.3. No person shall be permitted to be eligible to be elected as a Council Member unless:
- 4.1.3.1. they have been ordinarily resident within the United Kingdom for a minimum of 6 months in any 12-month period;

- 4.1.3.2. they have been a Voting Member or a Fellow Member for at least 3 years;
- 4.1.3.3. their Subscription is fully paid up;
- 4.1.3.4. they are not an employee of the Company whose employment has been terminated for any cause, whether due to resignation, retirement or otherwise;
- 4.1.3.5. they are not prohibited from being a director of the Company pursuant to the Companies Acts;
- 4.1.3.6. they hold a Licence to Practice;
- 4.1.3.7. in the case of a Corporate Member, the individual who represents the Corporate Member is also a Member in their own capacity.

4.2. COUNCIL CONSTITUTION

- 4.2.1. Council shall be constituted as follows:
 - 4.2.1.1. not more than five individuals nominated by at least two Voting Members and elected by Voting Members in accordance with the provisions of this Article 4 (Elected Council Member);
 - 4.2.1.2. not more than four persons nominated by the Chief Executive and the Chairman and elected by the Council Members at a meeting of the Council Members (Corporate Council Members); and
 - 4.2.1.3. the Chief Executive.
- 4.2.2. Each Corporate Council Member shall have the right to nominate one individual representative to attend at meetings of the Council Members, subject to such representative:
 - 4.2.2.1. being a Member in their capacity as an individual; and
 - 4.2.2.2. being approved by the Council Members.
- 4.2.3. The Chairman or the Council Members (acting by simple majority) may authorise additional persons to attend meetings of Council or Project Action Groups in an advisory capacity to assist and advise In relation to matters under consideration at a particular meeting of Council or Project Action Group (as the case may be) (Advisors). Advisors shall:
 - 4.2.3.1. not be members of Council;
 - 4.2.3.2. not have any rights to attend meetings of Council or Project Action Groups unless authorised pursuant to article 4.5; and
 - 4.2.3.3. not have any voting rights in respect of matters under consideration at meetings of Council or Project Action Groups.
- 4.2.4. Council Members shall use reasonable endeavours to procure that Council shall include representatives from a broad range of cleaning industry sectors including, by way of example only, a Member drawn from each of the following sectors:
 - 4.2.4.1. Academe;

- 4.2.4.2. Service contractors;
- 4.2.4.3. Manufacturers;
- 4.2.4.4. End-users/clients; and
- 4.2.4.5. Private individuals.

4.3. ELECTION OF COUNCIL MEMBERS

- 4.3.1. Not less than 28 clear days prior to the date appointed for the next Annual General Meeting, any eligible person wishing to be elected as an Elected Council Member, including a retiring Elected Council Member (Candidate), shall deliver or cause to be delivered to the registered office of the Company a notice in such form as the Council may prescribe from time to time signifying the Candidate's willingness to be elected as an Elected Council Member (Election Notice). The Election Notice must be signed by the Candidate and two other Voting Members who each propose the Candidate for election.
- 4.3.2. Any Election Notice which does not comply with the provisions of Article 4.3.1 shall be declared null and void.
- 4.3.3. If the number of Candidates is less than or equal to the number of vacancies on the Council for Elected Council Members, each Candidate shall be declared duly elected and the appointments shall commence at the close of the Annual General Meeting at which the Candidates were elected or any adjournment thereof.

4.4. BALLOT FOR THE ELECTION OF ELECTED COUNCIL MEMBERS

- 4.4.1. If the number of Candidates is greater than the number of vacancies on the Council for Elected Council Members, then the Council shall procure that a ballot is held to determine which Candidates shall be elected (Ballot).
- 4.4.2. All fully paid up Voting Members shall be eligible to vote in the Ballot.
- 4.4.3. Voting shall be by means of an email template Ballot paper in the form determined by a simple majority of Council Members from time to time or by such other reasonable electronic means as Council may determine (**Ballot Paper**).
- 4.4.4. The Ballot Paper shall be issued to each Voting Member not less than 21 clear days prior to the date appointed for the next Annual General Meeting.
- 4.4.5. Ballot Papers shall be in such form as the Council may determine from time to time but as a minimum shall provide summary details of each of the Candidates.
- 4.4.6. Each Voting Member may vote for as many Candidates as there are vacancies on the Council for Elected Council Members but no more.
- 4.4.7. Ballot Papers must be received by the Company at its registered office at least 7 clear days prior to the date appointed for the next Annual General Meeting at which the result of the Ballot is to be declared.
- 4.4.8. A Ballot Paper shall be deemed null and void if:
 - 4.4.8.1. it contains more votes for Candidates than there are vacancies on the Council for Elected Council Members;
 - 4.4.8.2. it is not received by the Company within the time limits specified in Article 4.4.7;

- 4.4.8.3. it is defaced or marked otherwise than with a simple cross against the name of the relevant Candidate; or
- 4.4.8.4. it shows more than one mark against the name of any Candidate.
- 4.4.9. Subject to Articles 4.5, the result of any Ballot shall be declared at the Annual General Meeting immediately following the Ballot and the appointment of those Candidates elected shall commence at the close of that Annual General Meeting or any adjournment thereof.

4.5. VERIFICATION OF BALLOT RESULT

- 4.5.1. If requested a majority of the Voting Members present in person or by proxy at the Annual General Meeting, the result of any Ballot shall be independently verified by the Auditors or such other independent body as the current Council Members shall in their absolute discretion determine from time to time.
- 4.5.2. If Article 4.4.8.4 applies, following independent verification of the Ballot result, such result shall be declared by the Auditors and shall be final and binding save in the case of manifest error.

4.6. TERMINATION OF COUNCIL MEMBER'S APPOINTMENT

- 4.6.1. Elected Council Members and Corporate Council Members shall retire at the third Annual General Meeting following their election. Following their resignation, they shall be eligible for re-election and may serve up to 3 consecutive terms. Following three consecutive terms as a Council Member, they shall not be eligible for re-election for a period of at least [three years] after which they shall be eligible for election once more.
- 4.6.2. Elected Council Members retiring at an Annual General Meeting and not being re-elected shall remain in office until the close of the Annual General Meeting at which he retired or any adjournment thereof.
- 4.6.3. A Corporate Council Member's appointment shall be reviewed annually by the Chairman and the Chief Executive who shall have the discretion to terminate their position as a Council Member. In the event of a deadlock, the matter shall be voted on by the Council Members at a meeting of the Council Members excluding the relevant Corporate Council Member.
- 4.6.4. A person's appointment as a Council Member terminates if:
 - 4.6.4.1. in the reasonable opinion of a majority of the other Council Members is guilty of conduct which could reasonably be considered to be damaging to the reputation or the business of the Company or to otherwise bring the Company into disrepute;
 - 4.6.4.2. he is prohibited from being a Council Member by virtue of any provision of the 2006 Act or is prohibited from being a Council Member by law;
 - 4.6.4.3. a bankruptcy order is made against him;
 - 4.6.4.4. a composition is made with his creditors generally in satisfaction of his debts;
 - 4.6.4.5. 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 of the Company and may remain so for more than three months;

- 4.6.4.6. he commits any material breach of the codes of practice issued by the Company and in force from time to time;
- 4.6.4.7. notification is received by the Company from the Council Member that he is resigning from office, and such resignation has taken effect in accordance with its terms.
- 4.6.5. In the absolute discretion of the Council, a Council Member may be required to resign from office if he is absent from two consecutive Council meetings without leave of the Council.
- 4.6.6. Any Council Member who is required to resign from office under Article 4.6.5 shall do so forthwith and if such Council Member shall fail to resign within 7 days of being required to do, he hereby irrevocably appoints any other Council Member to execute a letter of resignation on his behalf.
- 4.7. PRESIDENT**
- 4.7.1. The Chairman may nominate a president to represent the Company at their discretion (**the President**). Subject to approval of the Chairman by the Council Members by unanimous consent at a duly convened Council Meeting the President shall serve for a period of 5 years unless their appointment is terminated in accordance with Article 4.7.2 or they resign.
- 4.7.2. The Council Members may by unanimous consent at a duly convened Council Meeting terminate the appointment of the President at any time.
- 4.7.3. The President shall not have a right to vote in Council Meetings in their capacity as President.
- 4.7.4. Upon expiry of the President's 5 year term, the Council Members may by unanimous consent at a duly convened Council Meeting invite the President to serve an additional term of 5 years.
- 4.8. HONORARY ADVISORS**
- 4.8.1. The Chairman may at his discretion appoint an advisor "Honorary Advisor" to the Council who will serve for a term of 5 years unless they resign or their appointment is terminated in accordance with Article 4.8.2
- 4.8.2. The Council Members may by simple majority at a duly convened Council Meeting terminate the Honorary Advisor's appointment.
- 4.8.3. Upon expiry of the Honorary Advisor's term, the Council may by simple majority at a duly convened Council Meeting invite them to serve a further term of 5 years.
- 4.8.4. The Honorary Advisor shall have no right to vote at Council Meetings in their capacity as an Honorary Advisor.
- 4.9. COUNCIL MEMBERS' REMUNERATION**
- 4.9.1. Council Members may undertake any services for the Company that the Council decides but shall not be entitled to receive remuneration for the provision of such services.
- 4.10. COUNCIL MEMBERS' EXPENSES**
- 4.10.1. The Company may in its absolute discretion pay any reasonable expenses which Council Members properly incur in connection with the performance of their duties.

4.10.2. All expense claims made by Council Members pursuant to Article 4.10.1 shall be in accordance with the rules of procedure for such claims as specified by Council from time to time.

PART 5 - MEMBERS

5.1. BECOMING AND CEASING TO BE A MEMBER

5.1.1. Members shall be sub-divided into the following membership classes:

Membership class	Voting Member
Student Member	No
Practitioner Member (PBICSc)	No
Competent Member (CBICSc)	Yes
Assessor Member (LBICSc)	Yes
Technical Member (TBICSc)	Yes
Associate Member with Supervisory Certificate (ABICSc CERT)	Yes
Ordinary Member with Management Diploma (MBICSc DIP)	Yes
Associate Member (ABICSc)	Yes
Ordinary Member (MBICSc)	Yes
Fellow Member (FBICSc)	Yes
Corporate Member	Yes
Honorary Member of any class (as defined in article 5.5)	No

5.1.2. The qualifications and other criteria required for admission to any particular class of membership shall be made available:

5.1.2.1. online in the "Membership" section of the Company website;

5.1.2.2. on request to prospective Members as part of a printed "Information Pack".

5.1.3. Membership is not transferable.

5.2. APPLICATIONS FOR MEMBERSHIP

5.2.1. No person shall become a Member of the Company unless:

5.2.1.1. that person has completed an application for Membership into the appropriate class in a form approved by the Chief Executive (**Application**); and

5.2.1.2. the Application has been reviewed and approved a membership review panel constituted by two staff members from the Company's membership section (**Membership Review Panel**).

- 5.2.2. A registration fee is payable by all persons applying to become a Member (**Registration Fee**). The Registration Fee shall be of such amount as the Membership Review Panel may determine from time to time and shall be paid either at the time of submission of an Application or as a one-off addition to a newly admitted Member's first Subscription. The Registration Fee is not refundable in any circumstances.
- 5.2.3. Following the approval of an Application, the Membership Review Panel shall notify the applicant in writing that their Application has been successful. Following such notification, the successful applicant shall be admitted to the relevant class of membership immediately upon receipt by the Company of the Subscription.
- 5.2.4. Within 28 days following the admission of a new Member, the Company shall:
- 5.2.4.1. send to the new Member a membership card (**Membership Card**); and
- 5.2.4.2. procure that the name (together with any other required particulars) of the newly admitted Member is entered onto the register of Members maintained by the Company (**Membership Register**).
- 5.3. TERMINATION OF MEMBERSHIP
- 5.3.1. A Member may withdraw from membership of the Company by giving 30 days' notice to the Company in writing.
- 5.3.2. A Member's membership terminates:
- 5.3.2.1. if he shall fail to pay the Subscription within 3 months of the due date for payment;
- 5.3.2.2. if, at a properly convened meeting of Council Members, at least two thirds of Council Members present and eligible to vote determine that the Member in question is guilty of conduct which could reasonably be considered to be damaging to the Company generally or otherwise bring the Company into disrepute; or
- 5.3.2.3. when that person dies or a Corporate Member ceases to exist.
- 5.3.3. Following termination of a Member's membership under Article 5.3.2:
- 5.3.3.1. the departing Member (or his personal representatives in the case of such Member's death) shall return the Membership Card to the Company;
- 5.3.3.2. the Company shall immediately remove the Member's name from the Membership Register;
- 5.3.3.3. the departing Member (or his personal representatives in the case of such Member's death) shall immediately pay to the Company any and all sums owed by him to the Company on any account and shall immediately cease to have any rights or privileges ordinarily enjoyed by Members.
- 5.4. FELLOWSHIPS (FBICSC)
- 5.4.1. Persons of not less than 5 years standing as Voting Members shall be eligible for nomination for fellowship of the Company (**Fellowship**).
- 5.4.2. A person shall only be eligible for consideration for the award of Fellowship if nominated by not less than three Voting Members.

- 5.4.3. Council in its absolute discretion may approve or disapprove any nominations for Fellowship.
- 5.4.4. Subject to Article 5.4.6, a maximum of three Fellowships shall be awarded in any calendar year.
- 5.4.5. Fellowships will be awarded at an annual general meeting of the Company or at the "Annual Awards Dinner".
- 5.4.6. Council may in its absolute discretion award additional Fellowships.
- 5.4.7. Any person who receives Fellowship shall be required to pay the membership fee applicable to their class of membership. Where a person receiving Fellowship is not a Member such person shall be deemed to be an "Honorary Fellow".
- 5.4.8. Fellowships shall remain in effect for such time as the applicable Member remains a Member or, in any other case, for such time as Council may determine in its absolute discretion.
- 5.5. HONORARY MEMBERS
 - 5.5.1. In addition to the classes of Member set out at Article 5.1, the Council may in its absolute discretion appoint such persons and on such terms as it may determine to be honorary members of the Company (Honorary Members).
 - 5.5.2. Honorary Members are not Members and shall be entitled to attend but may not vote at general meetings of the Company.
 - 5.5.3. The Council may at any time and without any obligation to give its reasons for doing so, terminate the appointment of any Honorary Member.
 - 5.5.4. Employees of the Company may only be Honorary Members.
- 5.6. CORPORATE MEMBERS
 - 5.6.1. A Corporate Member is a Member which is a body corporate as distinct from an individual Member.
 - 5.6.2. A Corporate Member shall be represented by such employee or officer of the Corporate Member who the Corporate Member shall identify in writing to the Company from time to time (Corporate Representative).
 - 5.6.3. A Corporate Representative shall be entitled to exercise all rights and privileges on behalf of the Corporate Member as if it were an individual Member.
 - 5.6.4. A Corporate Representative must immediately stand down from his position if he ceases to be employed by or engaged as an officer of the Corporate Member.
 - 5.6.5. If a Corporate Representative is required to stand down under Article 5.6.4, the Corporate Member shall with 28 days appoint an alternative Corporate Representative and notify the Company in writing of the identity of the replacement Corporate Representative.
- 5.7. SUBSCRIPTIONS
 - 5.7.1. The Subscription applicable to each class of membership (as set out at Article 5.1) shall be determined and published by the Council from time to time. For the avoidance of doubt the Subscription may in the absolute discretion of the Council vary between different classes of membership.

- 5.7.2. Subscriptions shall be payable annually in advance on such dates as the Council may prescribe from time to time.
- 5.7.3. Subscriptions shall not be refundable in whole or in part in any circumstances.

PART 6 - GENERAL MEETINGS

6.1. FREQUENCY AND NOTICE OF GENERAL MEETINGS

- 6.1.1. An Annual General Meeting shall be held not more than 15 months following the last preceding Annual General Meeting.
- 6.1.2. Any general meeting which is not an Annual General Meeting shall be a general meeting (**General Meeting**).
- 6.1.3. A General Meeting may be called at any time in accordance with the provisions of the 2006 Act.
- 6.1.4. Written notice of an Annual General Meeting or a General Meeting shall be given not less than 21 clear days in advance of the meeting date and, save as varied by the Articles, the contents of such notice shall be in accordance with the provisions of the 2006 Act.

6.2. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 6.2.1. All Members have the right to attend and to receive notice of an Annual General Meeting or a General Meeting
- 6.2.2. A person is able to exercise the right to speak at an Annual General Meeting or 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.
- 6.2.3. A person is able to exercise the right to vote at an Annual General Meeting or a General Meeting when:
 - 6.2.3.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 6.2.3.2. that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 6.2.4. The Council may make whatever arrangements they consider appropriate to enable those attending an Annual General Meeting or a General Meeting to exercise their rights to speak or vote at it.
- 6.2.5. In determining attendance at an Annual General Meeting or a General Meeting, it is immaterial whether any two or more persons attending it are in the same place as each other.
- 6.2.6. Two or more persons who are not in the same place as each other attend an Annual General Meeting or 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.

6.3. QUORUM FOR GENERAL MEETINGS

- 6.3.1. No business other than the appointment of the Chairman of the Meeting is to be transacted at an Annual General Meeting or a General Meeting if the persons attending it do not constitute a quorum. For the purposes of this Article 6.3 a quorum shall consist of at least five Voting Members present in person or by proxy.
- 6.4. CHAIRING GENERAL MEETINGS
 - 6.4.1. An Annual General Meeting or General Meeting shall be presided over by a chairman (Chairman of the Meeting).
 - 6.4.2. The Chief Executive, failing whom the Chairman, failing whom the Deputy Chair Elect shall act as Chairman of the Meeting if present and willing to do so.
 - 6.4.3. If within 5 minutes of the appointed start time of any Annual General Meeting or General Meeting none of those persons specified at Article 6.4.2 are available to act as Chairman of the Meeting, those Council Members present in person shall by majority decision appoint one of their number to act as Chairman of the Meeting. If at any Annual General Meeting or General Meeting no Council Members are present in person, those Voting Members present in person shall by majority decision appoint one of their number to act as Chairman of the Meeting.
- 6.5. ATTENDANCE AND SPEAKING BY COUNCIL MEMBERS AND NON-MEMBERS
 - 6.5.1. Council Members may attend and speak at any Annual General Meeting or General Meeting.
 - 6.5.2. The Chairman of the Meeting may permit other persons who are not Members to attend and speak at any Annual General Meeting or General Meeting.
- 6.6. ADJOURNMENT
 - 6.6.1. If the persons attending an Annual General Meeting or a General Meeting within 15 minutes 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.
 - 6.6.2. The Chairman of the Meeting may adjourn an Annual General Meeting or a General Meeting at which a quorum is present if:
 - 6.6.2.1. the meeting consents to an adjournment; or
 - 6.6.2.2. it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting (whether or not caused by matters arising at or external to the meeting) or ensure that the business of the meeting is conducted in an orderly manner.
 - 6.6.3. The Chairman of the Meeting must adjourn an Annual General Meeting or a General Meeting if directed to do so by a majority of the meeting.
 - 6.6.4. When adjourning an Annual General Meeting or a General Meeting, the Chairman of the Meeting must specify that the Annual General Meeting or General Meeting (as the case may be) shall be re-convened at such location as he may specify on the date and at the time being 7 days following the date and time of the adjournment. If at such a re-convened Annual General Meeting or a General Meeting a quorum is not present, the quorum shall be the number of Voting Members present in person.
 - 6.6.5. No business may be transacted at a re-convened Annual General Meeting or a General Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

PART 7 - VOTING AT GENERAL MEETINGS

7.1. VOTING: GENERAL

- 7.1.1. A resolution put to the vote of any Annual General Meeting or General Meeting must be decided on a show of hands of those Voting Members present in person or by proxy unless a poll is duly demanded in accordance with the Articles.
- 7.1.2. In the case of an equality of votes whether on a show of hands or on a poll, the Chairman of the Meeting shall have a casting vote.
- 7.1.3. Subject to Article 7.1.4, each Voting Member shall be entitled to one vote on any resolution proposed to be passed at any Annual General Meeting or General Meeting either on a show of hands or on a poll.
- 7.1.4. Any Corporate Representative who is also a Voting Member in his personal capacity shall be entitled to two votes on any resolution proposed to be passed at any Annual General Meeting or General Meeting either on a show of hands or on a poll.
- 7.1.5. No Voting Member shall be entitled to vote on any resolution proposed to be passed at any Annual General Meeting or General Meeting either on a show of hands or on a poll unless all sums due and owing to the Company by the Voting Member (including the Subscription) are fully paid up to date.
- 7.1.6. A Voting Member shall not be entitled to vote on any resolution proposed to be passed at any Annual General Meeting or General Meeting either on a show of hands or on a poll if he is suffering from a mental disorder or is a patient within the meaning of the Mental Health Act 1983.

7.2. ERRORS AND DISPUTES

- 7.2.1. No objection may be raised to the qualification of any person voting at any Annual General Meeting or General Meeting or on the outcome of any poll vote 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.
- 7.2.2. Any such objection must be referred to the Chairman of the Meeting whose decision is final.

7.3. POLL VOTES

- 7.3.1. A poll on a resolution may be demanded:
 - 7.3.1.1. in advance of the Annual General Meeting or General Meeting where it is to be put to the vote; or
 - 7.3.1.2. at any Annual General Meeting or 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.
- 7.3.2. A poll may be demanded by:
 - 7.3.2.1. the Chairman of the Meeting;
 - 7.3.2.2. three or more Voting Members present in person or by proxy; or
 - 7.3.2.3. Voting Members representing not less than one tenth of the total voting rights of all the Voting Members having the right to vote on the resolution in person or by proxy.
- 7.3.3. A demand for a poll may be withdrawn if:

- 7.3.3.1. the poll has not yet been taken; and
- 7.3.3.2. the Chairman of the Meeting consents to the withdrawal.
- 7.3.4. Polls must be taken in accordance with such procedures as the Chairman of the Meeting shall in his absolute discretion direct.
- 7.3.5. Poll votes may be by given by Voting Members either in person or by proxy.
- 7.3.6. Following a poll, a declaration by the Chairman of the Meeting that a resolution has been carried or lost and duly recorded in the minutes of the meeting shall be conclusive proof of the result of the poll and shall not be questioned by any person save in the case of manifest error.
- 7.4. CONTENT OF PROXY NOTICES
 - 7.4.1. Proxies may only validly be appointed by a notice in writing (**Proxy Notice**) which:
 - 7.4.1.1. states the name and address of the Voting Member appointing the proxy;
 - 7.4.1.2. identifies the person appointed to be that Voting Member's proxy and the Annual General Meeting or General Meeting in relation to which that person is appointed;
 - 7.4.1.3. is signed by or on behalf of the Voting Member appointing the proxy, or is authenticated in such manner as the Council may determine; and
 - 7.4.1.4. is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the Annual General Meeting or General Meeting to which they relate.
 - 7.4.2. The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
 - 7.4.3. Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
 - 7.4.4. Unless a Proxy Notice indicates otherwise, it must be treated as:
 - 7.4.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 7.4.4.2. appointing that person as a proxy in relation to any adjournment of the Annual General Meeting or General Meeting to which it relates as well as the meeting itself.
- 7.5. DELIVERY OF PROXY NOTICES
 - 7.5.1. A Proxy Notice must be delivered to the registered office of the Company not less than 48 hours before the date of the Annual General Meeting or General Meeting to which it relates.
 - 7.5.2. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at any Annual General Meeting or 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.
 - 7.5.3. 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.

- 7.5.4. 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.
- 7.5.5. 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.
- 7.6. AMENDMENTS TO RESOLUTIONS
 - 7.6.1. An Ordinary Resolution to be proposed at any Annual General Meeting or General Meeting may be amended by Ordinary Resolution if:
 - 7.6.1.1. notice of the proposed amendment is given to the Company in writing by a Voting Member 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
 - 7.6.1.2. the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.
 - 7.6.2. A Special Resolution to be proposed at any Annual General Meeting or General Meeting may be amended by Ordinary Resolution, if:
 - 7.6.2.1. the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 7.6.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
 - 7.6.3. 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.
- 7.7. WRITTEN RESOLUTIONS
 - 7.7.1. Subject to the provisions of the 2006 Act, a resolution in writing signed by all Voting Members for the time being shall be deemed to have been passed as if the same had been passed at a properly convened Annual General Meeting or General Meeting.

PART 8 - ADMINISTRATIVE ARRANGEMENTS AND COUNCIL MEMBERS' INDEMNITY

- 8.1. **MEANS OF COMMUNICATION TO BE USED**
 - 8.1.1. 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 2006 Act provides for documents or information which are authorised or required by any provision of the 2006 Act to be sent or supplied by or to the Company.
 - 8.1.2. Subject to the Articles, any notice or document to be sent or supplied to a Council Member in connection with the taking of decisions by the Council may also be sent or supplied by the means by which that Council Member has asked to be sent or supplied with such notices or documents for the time being.
 - 8.1.3. A Council Member may agree with the Company that notices or documents sent to that Council Member 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.
- 8.2. COMPANY SEALS

- 8.2.1. Any common seal may only be used by the authority of the Council.
- 8.2.2. The Council may decide by what means and in what form any common seal is to be used.
- 8.2.3. Unless otherwise decided by the Council, 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 an independent witness who attests the signature.
- 8.2.4. For the purposes of this article, an authorised person is:
 - 8.2.4.1. any Council Member;
 - 8.2.4.2. the Company secretary (if any), or
 - 8.2.4.3. any person properly authorised by the Council for the purpose of signing documents to which the common seal is applied.
- 8.3. **NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**
 - 8.3.1. Except as provided by law or authorised by the Council or by an Ordinary Resolution, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.
- 8.4. **PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**
 - 8.4.1. The Council 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 Council Member or former Council Member or shadow Council Member) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary.
- 8.5. **NOTICES**
 - 8.5.1. Any written notice or document may be served by the Company on any Member either personally or by post to the address of the Member appearing in the Membership Register or to such other address as the Member may notify to the Company from time to time.
 - 8.5.2. Any written notice or document sent by post shall be deemed to have been properly served 24 hours after posting and in proving such service it shall be sufficient to show that the envelope containing the notice was properly stamped, addressed and delivered into the custody of the postal service.
 - 8.5.3. Any member who has not supplied the Company with a service address within the United Kingdom for the purposes of the Membership Register or otherwise shall not be entitled to receive any written form of notice from the Company.

PART 9 - COUNCIL MEMBERS' INDEMNITY AND INSURANCE

- 9.1. **INDEMNITY**
 - 9.1.1. Subject to Article 9.1.2 a relevant Council Member of the Company may be indemnified out of the Company's assets against:
 - 9.1.1.1. any liability incurred by that Council Member in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;
 - 9.1.1.2. any liability incurred by that Council Member in connection with the activities of the Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act);
 - 9.1.1.3. any other liability incurred by that Council Member as an officer of the Company.

- 9.1.2. 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.
- 9.1.3. A "relevant Council Member" means any Council Member or former Council Member of the Company.
- 9.2. INSURANCE
- 9.2.1. The Council may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Council Member in respect of any relevant loss.
- 9.2.2. A "relevant Council Member" means any Council Member or former Council Member of the Company;
- 9.2.3. A "relevant loss" means any loss or liability which has been or may be incurred by a relevant Council Member in connection with that Council Member's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company or associated Company.

PART 10 - HONORARY OFFICERS

- 10.1. APPOINTMENT OF HONORARY OFFICERS
- 10.1.1. The following positions as created and appointed in accordance with these Articles of Association shall be honorary and therefore shall carry no right to vote, subject to the Chairman having a casting vote in the event of a deadlock at a meeting of Council Members:
 - 10.1.1.1. the Chief Executive;
 - 10.1.1.2. the Chairman; and
 - 10.1.1.3. Deputy Chair Elect; and
 - 10.1.1.4. the President.
- 10.1.2. The Chief Executive shall be an employee of the Company and shall be appointed by way of simple majority of the Council Members at a duly convened meeting of the Council Members. The Chief Executive shall retain their position for a term of 5 years, subject to Article 10.1.4 and the terms of their employment contract.
- 10.1.3. The Council Members may terminate the Chief Executive's position as Chief Executive by way of simple majority decision at a duly convened council meeting. This shall not effect any employment rights of the Chief Executive pursuant to their employment contract.
- 10.1.4. For the avoidance of doubt, the Chief Executive shall not be a Council Member.

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