

Companies Acts 2006

Community Interest Company limited by guarantee

MEMORANDUM OF ASSOCIATION

of

IMPRESS: The Independent Monitor for the Press C.I.C.

Each subscriber to this Memorandum of Association wishes to form a community interest company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

To be the first Directors

DATE: [●] 2015

Companies Acts 2006

Community Interest Company limited by guarantee

ARTICLES OF ASSOCIATION OF

IMPRESS: The Independent Monitor for the Press C.I.C.

1. COMMUNITY INTEREST COMPANY

The Company is to be a community interest company.

2. ASSET LOCK

- 2.1 The Company shall not transfer any of its assets other than for full consideration.
- 2.2 Provided the conditions in Article 2.3 are satisfied, Article 2.1 shall not apply to:
- 2.2.1 the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and
- 2.2.2 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.
- 2.3 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.

3. NOT FOR PROFIT

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

4. OBJECTS

- 4.1 The Objects of the Company are to promote, for the benefit of the community, the integrity and freedom of the press and to encourage the highest ethical standards in news reporting and news publication in particular, but not exclusively, by operating as an independent press regulator in compliance with

the principles and in the form and with the composition and powers and otherwise as recommended, in the Royal Charter.

- 4.2 This provision may be amended by special resolution but only with the prior written consent of the Regulator.

5. CONSTRAINTS ON FREEDOM OF THE PRESS AND SUBSEQUENT DISSOLUTION

In the event that any legislation is passed that modifies the Royal Charter or any other legislation is passed that has the effect, in the opinion of a majority of Directors, which shall be at their complete discretion, after a vote in accordance with Articles 12.12 and 12.13, of involving the Company in any constraint on press freedom the Directors shall immediately call a meeting of the Members for the sole purpose of passing a resolution to dissolve the Company and each Member shall vote in favour of such resolution proposed at the meeting to dissolve the Company.

6. POWERS

The Company has the following powers, which may be exercised only in promoting the Objects:

- 6.1 to establish and operate an independent press regulator which complies with the recommendations and principles set out in the Royal Charter;
- 6.2 to formulate, establish and develop the Standards Code;
- 6.3 to operate a complaints handling service in accordance with the recommendations and principles set out in the Royal Charter;
- 6.4 to enter into agreements with Participants, charge fees in connection therewith and to be able to levy fines on Participants;
- 6.5 to operate an arbitration service in accordance with the recommendations and principles set out in the Royal Charter;
- 6.6 to establish an investigations service in accordance with the recommendations and principles set out in the Royal Charter;
- 6.7 to provide advice or information;
- 6.8 to publish and distribute or commission publications in any form or media;
- 6.9 to organise meetings, lectures, conferences, workshops, broadcasts or courses of instruction;
- 6.10 to promote or carry out research or surveys of public opinion;
- 6.11 to co-operate with other bodies;
- 6.12 to support, administer or set up other community interest companies or charities;
- 6.13 to accept gifts and to raise funds;

- 6.14 to borrow money;
- 6.15 to give security for loans or other obligations;
- 6.16 to acquire or hire property of any kind;
- 6.17 to let or dispose of property of any kind;
- 6.18 to set aside funds for special purposes or as reserves against future expenditure;
- 6.19 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Directors consider necessary and having regard to the suitability of investments and the need for diversification);
- 6.20 to delegate the management of investments to a financial expert, but only on terms that:
 - 6.20.1 the investment policy is set down in writing for the financial expert by the Directors;
 - 6.20.2 timely reports of all transactions are provided to the Directors;
 - 6.20.3 the performance of the investments is reviewed regularly with the Directors;
 - 6.20.4 the Directors are entitled to cancel the delegation arrangement at any time;
 - 6.20.5 the investment policy and the delegation arrangement are reviewed by the Directors at least once a year;
 - 6.20.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
 - 6.20.7 the financial expert must not do anything outside the powers of the Company;
- 6.21 to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the direction of the Directors or controlled by a financial expert acting under their instructions and to pay any reasonable fee required;
- 6.22 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 6.23 to insure the property of the Company against any reasonably foreseeable risk and take out other insurance policies to protect the Company when required;
- 6.24 subject to Article 14.3, to employ paid or unpaid agents, staff or advisers;
- 6.25 to enter into contracts to provide services to or on behalf of other bodies;
- 6.26 to establish or acquire subsidiary companies;

6.27 to do anything else within the law which promotes or helps to promote the Objects.

7. REMIT

7.1 The Company shall regulate the following material published by Participants within the United Kingdom, Channel Islands and Isle of Man (subject to the exceptions in Article 7.3 below):

7.1.1 editorial content included in a printed newspaper or magazine;

7.1.2 editorial content on electronic services operated by Participants such as websites and apps, including text, pictures, video, audio/visual and interactive content.

7.2 The Company may only regulate an entity which publishes a printed newspaper or magazine and/or editorial content on electronic services in the United Kingdom, the Channel Islands or the Isle of Man, or targets such newspaper, magazine or electronic content at an audience in the United Kingdom, the Channel Islands or the Isle of Man. If requested by any such entity, the Company, subject to the Company's then stated policy, may permit participation in the Regulatory Scheme for the purposes of using the Arbitration Service only.

7.3 Complaints handling by the Company shall be restricted to complaints about breaches of the Standards Code which, for the avoidance of doubt, shall not include:

7.3.1 complaints about TV and radio services regulated by the Office of Communications, the Authority for Television on Demand and/or the BBC Trust;

7.3.2 complaints about advertising regulated by the Advertising Standards Authority and/or Advertising Standards Authority (Broadcasting) Limited;

7.3.3 concerns about matters of taste/decency and due impartiality;

7.3.4 at the Company's discretion, legal or contractual matters which are dealt with more appropriately by the Arbitration Service, the courts or tribunals or elsewhere;

7.3.5 complaints about 'user generated content' posted onto Participants' websites which has not been reviewed or moderated by the Participant;

7.3.6 complaints about online material that is not on sites owned by or under the control of Participants.

7.4 The Directors shall not have the power to prevent publication of any material, by anyone, at any time but the Company shall offer a service of advice to Participants relating to the Standards Code.

8. THE COMPANY'S FUNCTIONS

- 8.1 The Company will act as a regulatory body in accordance with the Objects and participation in the Regulatory Scheme shall be open to all publishers on fair, reasonable and non discriminatory terms.
- 8.2 The Company shall have the following functions:
 - 8.2.1 to establish and develop the Standards Code following advice from a committee which may include Directors and serving editors;
 - 8.2.2 to amend from time to time the Standards Code but before doing so the Company shall consult with the Participants on any proposed changes.
 - 8.2.3 handling complaints about breaches of the Standards Code;
 - 8.2.4 establishing standards and compliance with such standards, which shall comprise:
 - (a) the monitoring of compliance with the Standards Code including through the provision by Participants of annual statements;
 - (b) the investigation or adjudication on serious or systemic breaches of the Standards Code as may be provided for in the Regulations;
 - 8.2.5 recording and publishing breaches of the Standards Code, save that the Company may in its discretion determine that there are circumstances where this is inappropriate;
 - 8.2.6 publishing an annual report setting out such matters inter alia as set out in Article 18.3 in accordance with the Regulations;
 - 8.2.7 providing guidance to Participants on matters concerning the Standards Code, including public interest considerations. Such guidance shall be confidential and non-binding and shall not be capable of restricting the freedom to publish;
 - 8.2.8 at the discretion of the Company, notifying and advising Participants about their activities in cases where a person or organisation has raised concerns regarding undue press intrusion. Such notification and advice shall be confidential and non-binding and shall not be capable of restricting the freedom to publish;
 - 8.2.9 operating a system whereby Participants are entitled to display a mark or badge determined by the Company to denote adherence to the Standards Code and the Regulations;
 - 8.2.10 providing a confidential whistleblowing hotline;
 - 8.2.11 providing the Arbitration Service;
 - 8.2.12 ensuring that all Participants have an adequate and efficient complaints handling system which encourages those that wish to make a complaint to do so through the Participant's own internal systems;

- 8.2.13 examining issues on its own initiative and carrying out investigations both into suspected serious or systemic breaches of the Standards Code and failures to comply with directions of the Company. It is intended that the investigations process must be simple and credible and Participants will be required to co-operate with any such investigation; and
- 8.2.14 ensuring that all breaches of the Standards Code that the Company considers are recorded as such and that proper data is kept that records the extent to which complaints have been made and their outcome. This information is to be made available to the public in a way that allows understanding of the compliance record of each title.

9. ARBITRATION

- 9.1 The Company will provide an Arbitration Service for civil legal claims against the Participants which:
 - 9.1.1 complies with the Arbitration Act 1996 or the Arbitration (Scotland) Act 2010 (as appropriate);
 - 9.1.2 provides suitable powers for the arbitrator to ensure the process operates fairly and quickly, and on an inquisitorial basis (so far as possible);
 - 9.1.3 contains transparent arrangements for claims to be struck out, for legitimate reasons (including on frivolous or vexatious grounds);
 - 9.1.4 directs appropriate pre-publication matters to the courts;
 - 9.1.5 operates under the principle that arbitration should be of minimal cost to complainants to use;
 - 9.1.6 ensures that the parties each bear their own costs or expenses, subject to a successful complainant's costs or expenses being recoverable (having regard to section 60 of the Arbitration Act 1996 or Rule 63 of the Scottish Arbitration Rules and any applicable caps on recoverable costs or expenses); and
 - 9.1.7 overall, is inexpensive for all parties.

10. RELATIONSHIP WITH PARTICIPANTS

- 10.1 It is intended that the Company will have an open and transparent relationship with the Participants and to that end the Company shall consult with all Participants on any proposed changes to:
 - 10.1.1 these Articles;
 - 10.1.2 the complaints and sanctioning scheme;
 - 10.1.3 the arbitration service;
 - 10.1.4 the terms and conditions of the Scheme Membership Agreement;

- 10.1.5 the Standards Code;
 - 10.1.6 the auditors of the Company; and
 - 10.1.7 the annual budget for the Company, the draft of which will be issued prior to the commencement of each financial year of the Company,
- and, in deciding whether to make any such change referred to above the Company shall have regard to any responses made by the Participants although the Company shall not be bound by such responses.

11. THE DIRECTORS

- 11.1 The Directors are responsible for the Company and its property and funds and they may exercise all the powers of the Company.
- 11.2 No Director shall be appointed unless they have been nominated after a fair and open process by an Appointment Panel constituted in accordance with Article 15.
- 11.3 The Directors shall consist of at least five and not more than eleven persons who being individuals are over the age of eighteen, all of whom must support the Objects.
- 11.4 No person may be appointed as a Director if:
 - 11.4.1 he/she is not a Member;
 - 11.4.2 he/she has not signed a written declaration of willingness to act as a Director of the Company;
 - 11.4.3 he/she is a serving editor of a Participant;
 - 11.4.4 he/she is a serving member of the House of Commons, the Scottish Parliament, the Northern Ireland Assembly, the National Assembly for Wales, the European Parliament or the House of Lords (but only if, in the case of the House of Lords, the member holds or has held within the previous 5 years an official affiliation with a political party) or a Minister of the Crown, a member of the Scottish Government, a Northern Ireland Minister or a Welsh Minister; or
 - 11.4.5 in the view of the Appointment Panel, that person cannot act fairly and impartially in the decision-making of the Directors,(11.4.1 to 11.4.5 above being the “**Eligibility Criteria**”).
- 11.5 Each Director shall have a term of up to four years but no Director shall serve as a Director for more than eight years in aggregate unless agreed by the Board and the Appointment Panel.
- 11.6 A retiring Director who is eligible under Article 11.3 and meets the Eligibility Criteria may be reappointed but subject to Article 11.5.
- 11.7 A Director’s terms of office as such automatically terminates if he/she:

- 11.7.1 ceases to be a Director by virtue of any provision of the Companies Act 2006, or is prohibited from being a Director by law;
 - 11.7.2 is incapable, whether mentally or physically, of managing his/her own affairs;
 - 11.7.3 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
 - 11.7.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 11.7.5 is absent without permission from 4 consecutive meetings of the Directors and is asked by a majority of the other Directors to resign;
 - 11.7.6 resigns by written notice to the Directors (but only if at least five Directors will remain in office); or
 - 11.7.7 is removed by the Members at a general meeting under the Companies Act.
- 11.8 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.
- 11.9 The Directors must always:
- 11.9.1 comprise a majority of members who are independent of the press; and
 - 11.9.2 include a sufficient number of people with industry experience gained within the United Kingdom or the Channel Islands or the Isle of Man.

12. DIRECTORS' PROCEEDINGS

- 12.1 The Directors must hold at least six meetings each year.
- 12.2 Three Directors may (and the Secretary, if any, must at the request of three Directors) call a Board meeting.
- 12.3 A Board meeting must be called by at least seven clear days' notice unless either:
- 12.3.1 All the Directors agree; or
 - 12.3.2 Urgent circumstances require shorter notice.
- 12.4 Notice of Board meetings must be given to each Director.
- 12.5 Every notice calling a Board meeting must specify:
- 12.5.1 the place, day and time of the meeting; and
 - 12.5.2 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.
- 12.6 Notice of Board meetings need not be in writing.

- 12.7 Notice of Board meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.
- 12.8 A quorum at a meeting of the Directors is at least four Directors or (if greater) one half of the Directors.
- 12.9 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.
- 12.10 The Chair should be present and preside at each meeting.
- 12.11 If the Chair is unable to be present or to preside at a meeting, the Directors shall appoint one of the other Directors present to chair it.
- 12.12 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Directors (other than any Conflicted Director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 12.13 Every Director has one vote on each issue but, in case of equality of votes, the Chair of the meeting has a second or casting vote.
- 12.14 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

13. DIRECTORS' POWERS

The Directors have the following powers in the administration of the Company in their capacity as Directors:

- 13.1 To appoint (and remove) any person (who may be a Director) to act as Secretary in accordance with the Companies Act.
- 13.2 To appoint a Treasurer and other honorary officers (not including the Chair) from among their number.
- 13.3 To delegate any of their functions on such terms as they decide to committees consisting of two or more Directors. All proceedings of committees must be reported promptly to the Directors.
- 13.4 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.
- 13.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 13.6 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Company and the use of its seal (if any).
- 13.7 To establish procedures to assist the resolution of disputes or differences within the Company.

13.8 To exercise any powers of the Company which are not reserved to the Members.

14. REMUNERATION, BENEFITS AND CONFLICTS

14.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members but subject to compliance with Article 14.4:

14.1.1 Directors may be paid for services provided in their position as a Director subject to the terms of the payment to be approved by the Appointment Panel;

14.1.2 Members, Directors and Connected Persons may be paid interest at a reasonable rate on money lent to the Company;

14.1.3 Members, Directors and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Company; and

14.1.4 Members, Directors and Connected Persons may receive benefits or services from the Company on the same terms as any other members of the public.

14.2 A Director may receive payment of money or other material benefit (whether directly or indirectly) from the Company:

14.2.1 in accordance with Articles 14.1 or 14.3;

14.2.2 for reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company or otherwise in connection with the exercise of their powers and discharge of their responsibilities;

14.2.3 in respect of the benefit of indemnity insurance as permitted by the Companies Act;

14.2.4 by way of an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings); or

14.2.5 in exceptional cases, other payments or benefits (but, where required by the Companies Act, subject to the approval or affirmation of the Members).

14.3 No Director or Connected Person may be employed by the Company except in accordance with Article 14.2.5, but any Director or Connected Person may enter into a contract with the Company, in addition to contracts entered into pursuant to Article 14.1.1, to supply goods or services in return for remuneration or other material benefit but only if:

14.3.1 the Directors decide that it is in the best interests of the Company to enter into such a contract; and

- 14.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 14.4.
- 14.4 Subject to Article 14.5, any Director who becomes a Conflicted Director in relation to any matter must:
 - 14.4.1 declare the nature and extent of his or her interest before discussion begins on the matter;
 - 14.4.2 withdraw from the meeting for that item after providing any information requested by the Directors;
 - 14.4.3 not be counted in the quorum for that part of the meeting; and
 - 14.4.4 be absent during the vote and have no vote on the matter.
- 14.5 When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum without counting the Conflicted Director and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Director authorise the Conflicted Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Director, to:
 - 14.5.1 continue to participate in discussions leading to the making of a decision and/or to vote, or
 - 14.5.2 disclose to a third party information confidential to the Company, or
 - 14.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Director or a Connected Person of any payment or material benefit from the Company, or
 - 14.5.4 refrain from taking any step required to remove the conflict.
- 14.6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Director or Connected Person, only with the prior written consent of the Regulator.
- 14.7 The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

15. APPOINTMENT PANEL

- 15.1 The Chair and Directors shall only be appointed if nominated by the Appointment Panel.
- 15.2 The Appointment Panel shall consist of the Chair, one other Director, and at least three and not more than nine further persons who being individuals are over the age of eighteen, all of whom must support the Objects.

- 15.3 The Appointment Panel shall:
- 15.3.1 be appointed by the Board after a fair and open process;
 - 15.3.2 contain a substantial majority of members who are demonstrably independent of the press;
 - 15.3.3 include at least one person with a current understanding and experience of the press;
 - 15.3.4 include no more than one current editor of a publication that could be a Participant;
 - 15.3.5 be a wholly independent subcommittee of the board of Directors; and
 - 15.3.6 exist solely to nominate the Chair and Directors and to approve terms of payment for Directors in accordance with Article 14.1.1.
- 15.4 The Appointment Panel may at any time nominate any individual who meets the Eligibility Criteria as a Director to fill a vacancy in the number of Directors or (subject to the maximum number of Directors permitted by Article 11.3) as an additional Director.
- 15.5 If the Chair is permanently unable to continue in that role, the Directors must appoint one of themselves to chair the company until such time as a new Chair shall be nominated after a fair and open process by the Appointment Panel.
- 15.6 The Appointment Panel may nominate no more people than there are vacancies on the Board (including the Chair), and the Board shall appoint all nominated Directors.
- 15.7 Where a Director comes to the end of a term and is willing to serve for a further period, the Appointment Panel may decide to nominate such a Director without undertaking an open process.

16. THE STANDARDS CODE

The Standards Code is the responsibility of and has to be adopted by the Board, advised by a code committee which may comprise both independent Directors and serving editors.

17. COMPLAINTS

The Directors may delegate complaints handling responsibility to a subcommittee of the Board, officials of the Company or other suitably qualified persons but at all times the Directors shall retain ultimate responsibility for complaints and the operation of the complaints handling service.

18. RECORDS AND ACCOUNTS

- 18.1 The Directors must comply with the requirements of the Companies Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of information required by law including:
- 18.1.1 annual returns;
 - 18.1.2 annual reports; and
 - 18.1.3 annual statements of account.
- 18.2 The Directors must also keep records of:
- 18.2.1 all proceedings at meetings of the Directors;
 - 18.2.2 all resolutions in writing;
 - 18.2.3 all reports of committees; and
 - 18.2.4 all professional advice obtained.
- 18.3 The Directors shall publish an annual report in each calendar year identifying inter alia:
- 18.3.1 The number of Participants, identifying any significant changes in number;
 - 18.3.2 The number of:
 - (a) complaints the Company has handled, making clear how many of them are multiple complaints;
 - (b) complaints which it has considered to be without merit; and
 - (c) complaints which it has considered to be with merit, and the outcomes reached,in aggregate for all Participants and individually in relation to each Participant;
 - 18.3.3 a summary of any investigations carried out by the Company and the result of them;
 - 18.3.4 a report on the adequacy and effectiveness of compliance processes and procedures adopted by Participants; and
 - 18.3.5 information about the extent to which the arbitration service has been used.
- 18.4 Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours.
- 18.5 A copy of the Company's constitution and latest available statement of account must be supplied on request to any Director.

19. MEMBERSHIP

- 19.1 The Company must maintain a register of Members.
- 19.2 The subscribers to the Memorandum are the first Members.
- 19.3 Membership is open only to the Directors and is terminated automatically if the Member concerned ceases to be a Director.
- 19.4 The form and the procedure for applying for Membership is to be prescribed by the Directors.
- 19.5 Membership is not transferable.

20. GENERAL MEETINGS

- 20.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Company before the commencement of the meeting).
- 20.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 20.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least four or (if greater) one half of the Members (rounding any fractions up).
- 20.4 General meetings shall be chaired by the Chair. In the event that the Chair for whatever reason is not able or willing another Director chosen by the Directors present shall be chosen to chair the meeting.
- 20.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 20.6 Every Member present in person or by proxy has one vote on each issue.
- 20.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 20.8 Except during the first year of its incorporation, the Company must hold an AGM in every year. The first AGM must be held within 18 months after the Company's incorporation.
- 20.9 Members must at each AGM:
 - 20.9.1 receive the accounts of the Company for the previous financial year;
 - 20.9.2 receive a written report on the Company's activities;
 - 20.9.3 be informed of the retirement of those Directors who wish to retire or who are retiring by rotation;

- 20.9.4 elect Directors who have been approved by the Appointment Panel to fill the vacancies arising;
- 20.9.5 appoint reporting accountants or auditors for the Company ;
- 20.10 Members may also from time to time discuss and determine any issues of policy or deal with any other business put before them by the Directors.
- 20.11 A general meeting of the Company may be called by the Directors at any time and must be called within 21 days of a written request from one or more Directors or at least 25% of the Membership.
- 20.12 A technical defect in the appointment of a Member of which the Members are unaware at the time of the appointment does not invalidate a decision taken at a general meeting or a Written Resolution.
- 20.13 Each Participant shall be entitled to attend the AGM and ask questions of the Board as to the operation of the Company and the Regulatory Scheme.

21. LIMITED LIABILITY

The liability of Members is limited.

22. GUARANTEE

Every Member promises, if the Company is dissolved while he/she remains a Member or within one year after he/she ceases to be a Member, to pay up to £1 towards:

- 22.1 payment of those debts and liabilities of the Company incurred before he/she ceased to be a Member;
- 22.2 payment of the costs, charges and expenses of winding up; and
- 22.3 the adjustment of rights of contributors among themselves.

23. COMMUNICATIONS

23.1 Notices and other documents to be served on Members or Directors under the Articles or the Companies Act may be served:

- 23.1.1 by hand;
- 23.1.2 by post; or
- 23.1.3 by suitable electronic means.

23.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K., the Channel Islands or the Isle of Man shown in the register of Members.

23.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- 23.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 23.3.2 two clear days after being sent by first class post to that address;
 - 23.3.3 three clear days after being sent by second class or overseas post to that address;
 - 23.3.4 immediately on being handed to the recipient personally;
or, if earlier,
 - 23.3.5 as soon as the recipient acknowledges actual receipt.
- 23.4 A technical defect in service of which the Director is unaware at the time does not invalidate decisions taken at a meeting.

24. 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 referred to in the notice.

25. MINUTES

The Directors must cause minutes to be made in books kept for the purpose:

- 25.1 of all appointments of officers made by the Directors;
- 25.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 25.3 of all proceedings at meetings of the Company and of the Directors, and of committees of 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.

26. INDEMNITY

- 26.1 Subject to Article 26.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:
 - 26.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;

- 26.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Company Act 2006); and
 - 26.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.
- 26.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law.
- 26.3 In this Article:
- 26.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 26.3.2 a “relevant Director” means any Director or former Director of the Company or an associated company.

27. INSURANCE

- 27.1 The Board may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.
- 27.2 In this Article:
- 27.2.1 A “relevant Director” means any Director or former Director of the Company or an associated company;
 - 27.2.2 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;
 - 27.2.3 Companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

28. DISSOLUTION

- 28.1 If the Company is dissolved for any reason including pursuant to Article 5 above, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:
- 28.1.1 by transfer to one or more other asset-locked bodies established for, the same purposes as or similar to the Objects;
 - 28.1.2 directly for the Objects or for community interest purposes which are within or similar to the Objects.

29. INTERPRETATION

29.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Company and are expressly excluded.

29.2 In the Articles, unless the context indicates another meaning:

“Arbitration Service” means the arbitration service as defined in the Scheme Membership Agreement;

“AGM” means an annual general meeting of the Company;

“the Appointment Panel” means the appointment panel established to nominate and approve terms of payment for the Directors;

“the Articles” means the Company’s Articles of Association and ‘Article’ refers to a particular Article;

“Asset Locked Body” means (i) a community interest company, a charity or a Permitted Industrial and Provident Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;

“Board” means the board of Directors of the Company;

“Chair” means the chair of the Directors;

“the Company ” means the company governed by these Articles;

“clear day” does not include the day on which notice is given or the day of the meeting or other event;

“the Companies Act” means the Companies Act 2006;

“Conflicted Director ” means a Director in respect of whom a conflict of interest arises or may reasonably be expected to arise because the Conflicted Director or a Connected Person is receiving or stands to receive a benefit or remuneration (other than payment of a premium for indemnity insurance) subject to

Article 14.1.1 from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company;

“Connected Person”	means, in relation to a Director, a person with whom the Director shares a common interest such that he/she may reasonably be regarded as benefitting directly or indirectly from any material benefit received by that person, being either a member of the Director’s family or household or a person or body who is a business associate of the Director, and (for the avoidance of doubt) does not include a company with which the Director’s only connection is an interest consisting of no more than 1% of the voting rights;
“Constitution”	means the Memorandum and the Articles and any special resolutions relating to them;
“Custodian”	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
“Director ”	means a director of the Company (inclusive of the Chair and Vice-Chair) and “Directors” means the directors;
“electronic means”	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, telephone conference call or video conference;
“Eligibility Criteria”	has the meaning given to it in Article 11.3;
“financial expert”	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
“Financial Year”	means the Company’s financial year;
“Firm”	includes a limited liability partnership;

“First Directors”	means the first Directors who were nominated by the Appointment Panel;
“Indemnity Insurance”	means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
“the Leveson Report”	means the report by Lord Justice Leveson published in November 2012, resulting from The Inquiry into the Culture, Practices and Ethics of the Press, set up by the UK Government in July 2011;
“Material Benefit”	means a benefit, direct or indirect, which may not be financial but has a monetary value;
“Member” and “Membership”	means a member of the Company;
“Memorandum”	means the Company’s Memorandum of Association;
“Month”	means calendar month;
“nominee company”	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
“Ordinary Resolution”	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;
“the Objects”	means the Objects of the Company as defined in Article 4;

“Participants”	means the participants who have entered into a Scheme Membership Agreement and Participant shall refer to any one of them;
“Regulator”	means the regulator of community interest companies;
“Regulations”	means the regulations as defined in the Scheme Membership Agreement;
“Regulatory Scheme”	means the scheme established by the Company for regulating Participants together with related documents;
“Resolution in writing”	means a written resolution of the Directors;
“Royal Charter”	means the Royal Charter on self-regulation of the Press which followed the publication of the Leveson Report;
“Scheme Membership Agreement”	means the agreement between the Company and a Participant, which is the basis for the Regulatory Scheme;
“Secretary”	means a company secretary;
“Special Resolution”	means a resolution of which at least 14 days’ notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power;
“Standards Code”	means the Code of Practice adopted by the Company to which all Participants shall be obliged to adhere and any amended version or replacement of that code of practice from time to time in accordance with the provisions of Article 8.2.2;

“Written” or “in writing” refers to a legible document or communication on paper or a document or communication sent by electronic means which is capable of being printed out on paper;

“Written Resolution” refers to an Ordinary Resolution or a Special Resolution which is in writing;

“Year” means calendar year.

29.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

29.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.