

**The Companies Act 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Articles of Association**

of

**British Grooms and Equestrian Employers Group**

**Company No: 06146625**



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## **The Companies Act 2006**

### **Company Limited by Guarantee and not having a Share Capital**

#### **Articles of Association of British Grooms and Equestrian Employers Group**

**Company No: 06146625**

#### **INTERPRETATION**

**1. Defined terms**

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

#### **OBJECTS AND POWERS**

**2. Objects**

2.1 The objects of the Company are to support and promote both equestrian grooms and equestrian employers including without limitation by fostering professional expertise, providing information, advice and guidance on good employment practices and professional standards, and to promote and educate the welfare and safeguarding of all parties.

**3. Powers**

3.1 To further its objects the Company may:

3.1.1 hold conferences, workshops, seminars and meetings for the discussion of matters relevant to the members of the Company, the reading of papers and the delivery of lectures; publish copies or abridgements of papers, lectures, records and other memoranda; seek to instill a high standard of professional ability by such means as the issue of journals and newsletters, and generally to disseminate professional knowledge, with a view to improving and raising the status and standing of grooms generally and of members of the Company in particular;

3.1.2 form a library or libraries for the use of members and students;

3.1.3 establish and act as treasurer and distributor of any benevolent fund or funds which may be raised for the purpose of affording financial assistance to persons who are or have been members of the Company and to any of their partners, children or other dependants, and to make contributions out of the income of the Company from time to time to such benevolent fund or funds;

3.1.4 organise and support such social and other activities for members of the Company and their guests and provide facilities for members to meet both to conduct business and for social activities and to do all such things as shall (in the opinion of the Directors) be for the benefit of the members or any of them.

3.1.5 raise funds by any means, including raising subscriptions from members, obtaining donations and grants from any persons or organisations and the holding of money-raising events of any kind;

- 3.1.6 open and operate one or more bank accounts;
- 3.1.7 borrow money on such terms and giving such security (if any) as the Directors think fit; and for these purposes the Company may execute any type of mortgage, charge, debenture or security over the Company's property;
- 3.1.8 lend money and give credit to any person, company or organisation on such terms and on such security (if any) as the Directors think fit;
- 3.1.9 invest any of the Company's money that is not immediately required in such investments, securities or property as the Directors think fit (but subject to any conditions or consents that may be imposed by law);
- 3.1.10 acquire any land or buildings (whether freehold, leasehold or on licence) and any rights over or connected with any property; construct, maintain, improve, develop and alter any such land or buildings; sell, grant leases or licences over, dispose of, mortgage or turn to account any such land or buildings;
- 3.1.11 subject to this Article 3, employ full-time and part-time officers and employees and contract for services to be provided by any person, or organisation; and pay wages, salaries and fees for any services rendered to the Company and make reasonable provision for paying pensions, superannuation, sickness, redundancy and other benefits and make reasonable provision for the welfare of officers and employees and their relatives and dependants;
- 3.1.12 engage solicitors, accountants and other professional advisers to advise and act for the Company and pay the fees and expenses of any such persons; pay the expenses of forming and registering the Company;
- 3.1.13 join or co-operate with any other organisation having objects similar to or compatible with those of the Company, and support any such organisation (including by making grants or loans), provided that organisation is not formed or established for the purposes of profit and provided its constitution prohibits the distribution of its income and property to at least as great an extent as is imposed on the Company by this memorandum; and
- 3.1.14 do all such other lawful things as may further the Company's objects.

#### 4. **Permitted Benefits**

- 4.1 The Company's income and property may be used only for the promotion of its objects and no part of the income or property may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any member or members of the Company.
- 4.2 Nothing in this Article shall prevent the following payments provided they have been approved by a resolution of the Directors and conflicts of interest have been managed in accordance with Article 21:
  - 4.2.1 the payment in good faith of reasonable and proper remuneration to any Director, member, officer, employee of the Company or any company connected to any of them for any goods or services rendered to the Company;

- 4.2.2 the payment in good faith of interest at a reasonable and proper rate on any money lent to the Company by any Director, member, officer or employee, or by any person, company or organisation with which any member, officer or employee is connected; and
- 4.2.3 the payment in good faith of reasonable and proper rent for premises demised or let to the Company by any Director, member, officer or employee, or by any person, company or organisation with which any member, officer or employee is connected.

#### **Directors' Expenses**

- 4.3 The Directors may be paid all actual travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings of the Company or otherwise in connection with the discharge of their duties.

#### **5. Liability of members**

- 5.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:
  - 5.1.1 payment of the Company's debts and liabilities contracted before he, she or it ceases to be a member;
  - 5.1.2 payment of the costs, charges and expenses of winding up; and
  - 5.1.3 adjustment of the rights of the contributories among themselves.

#### **6. Indemnity**

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

### **DIRECTORS**

#### ***DIRECTORS' POWERS AND RESPONSIBILITIES***

#### **7. Directors' general authority**

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

#### **8. Chair**

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

9. **Directors may delegate**

- 9.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.
- 9.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.
- 9.3 Any delegation by the Directors may be:
- 9.3.1 by such means;
- 9.3.2 to such an extent;
- 9.3.3 in relation to such matters or territories; and
- 9.3.4 on such terms and conditions;
- as they think fit.
- 9.4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 9.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 9.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

10. **Committees**

- 10.1 In the case of delegation to committees:
- 10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
- 10.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify;
- 10.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;
- 10.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
- 10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.

10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

## 11. **Advisory Board**

The Directors may establish an Advisory Board comprised of such persons as they think fit with instructions to advise the Directors in relation to the affairs of the Company. The Directors shall determine the composition, proceedings and remit of any such Advisory Board and the Directors shall have the power to disband the Advisory Board if and when they see fit. For the avoidance of doubt the members of the Advisory Board shall not be, or have the powers of, Directors or members of the Company.

## 12. **Delegation of day to day management powers**

12.1 The Directors may appoint an Executive Director and such managers and other employees and decide on their powers, duties and terms of service, provided that any benefit to a Director is authorised by Article 4.

12.2 The Directors may appoint any person to be the agent of the Company for any purpose and subject to any conditions imposed by them. The delegation may be in writing or by power of attorney. The delegation may permit the agent to delegate all or any of her/his powers.

12.3 In the case of delegation of the day to day management of the Company to an Executive Director or other manager or managers:

12.3.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;

12.3.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and

12.3.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

## 13. **Rules**

13.1 The Directors may from time to time make, repeal or alter such rules as they think fit as to the management of the Company and its affairs. The rules shall be binding on all members of the Company. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.

13.2 The rules may regulate the following matters but are not restricted to them:

13.2.1 the duties of any officers or employees of the Company;

13.2.2 the admission of members of the Company and the benefits conferred on such members, and any subscriptions, fees or payments to be made by members;



- 13.2.3 the conduct of members of the Company in relation to one another, and to the Company's employees and volunteers;
- 13.2.4 the conduct of business of the Directors or any committee (including, without limitation, how the Directors make decisions and how such rules are to be recorded or communicated to Directors);
- 13.2.5 the procedure at general meetings;
- 13.2.6 arrangements for Remote Attendance at general meetings, including any relevant restrictions or limitations;
- 13.2.7 any of the matters or things within the powers or under the control of the Directors; and
- 13.2.8 generally, all such matters as are commonly the subject matter of company rules.
- 13.3 The Company in general meeting has the power to alter, add to or repeal the rules.

### ***DECISION-MAKING BY DIRECTORS***

#### **14. Directors to take decisions collectively**

- 14.1 Any decision of the Directors must be either:
  - 14.1.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 19); or
  - 14.1.2 a majority decision taken in accordance with Article 20.

#### **15. Calling a Directors' meeting**

- 15.1 Any Director may (and the Secretary, if any, must at the request of any two Directors) call a Directors' meeting.
- 15.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
  - 15.2.1 all the Directors agree; or
  - 15.2.2 urgent circumstances require shorter notice.
- 15.3 Notice of Directors' meetings must be given to each Director.
- 15.4 Every notice calling a Directors' meeting must specify:
  - 15.4.1 the day and time of the meeting;
  - 15.4.2 the place where all the Directors are physically attend the meeting (if any);
  - 15.4.3 the general nature of the business to be considered at the meeting; and
  - 15.4.4 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 15.5 Notice of Directors' meetings need not be in Writing.
- 15.6 Article 46 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

**16. Participation in Directors' meetings**

- 16.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 16.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing, electronic facilities and/or electronic platforms).
- 16.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 16.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

**17. Quorum for Directors' meetings**

- 17.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 The quorum for Directors' meetings is any four Directors.
- 17.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- 17.3.1 to appoint further Directors; or
- 17.3.2 to call a general meeting so as to enable the members to appoint further Directors.

**18. Chairing of Directors' meetings**

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

**19. Casting vote**

- 19.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.
- 19.2 Article 19.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

**20. Decisions without a meeting**

- 20.1 The Directors may, in the circumstances outlined in this Article, make a majority decision without holding a Directors' meeting.

- 20.2 If:
- 20.2.1 a Director has become aware of a matter on which the Directors need to take a decision;
  - 20.2.2 that Director has taken all reasonable steps to make all the other Directors aware of the matter and the decision;
  - 20.2.3 the Directors have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
  - 20.2.4 a majority of the Directors vote in favour of a particular decision on that matter,
- 20.3 a decision of the Directors may be taken by majority and shall be as valid and effectual as if it had been taken at a Directors' meeting duly convened and held.

## 21. **Declaration of conflicts of interest**

### ***Declaration of interests***

- 21.1 Unless Article 21.2 applies, a Director must declare the nature and extent of:
- 21.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and
  - 21.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.
- 21.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

### ***Participation in decision-making***

- 21.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

## 22. **Validity of Director actions**

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

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

### 23. **Number of Directors**

There shall be not less than four and not more than twelve Directors.

**24. Appointment of Directors and retirement of Directors**

- 24.1.1 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 25, may be appointed to be a Director by a decision of the Directors.

**Terms of Office**

- 24.2 All Directors other than the Executive Director shall hold office for a term of three years, such term commencing at the time of his or her appointment and must retire at the end of three years. Subject to Article 24.3 retiring Directors shall be eligible for reappointment in accordance with Article 24.1.1.

**Maximum term**

- 24.3 In the ordinary course of business, a Director shall not serve more than three terms of office, unless the Directors resolve to allow a Director to serve more than three terms.

**Transitional Provisions**

- 24.4 Notwithstanding Article 24.2, a Director who is appointed prior to 24 March 2016 shall be entitled to remain as a Director for the remainder of his or her term of two years, after which if those Directors are reappointed their next term will be for three years and it will be as though that is their first term of office for the purpose of Article 24.2.

**25. Disqualification and removal of Directors**

- 25.1 A Director shall cease to hold office if:

25.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

25.1.2 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

25.1.3 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least four Directors will remain in office when such resignation has taken effect);

25.1.4 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason;

25.1.5 at a general meeting of the Company, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views; or

25.1.6 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Directors.

## **MEMBERS**

### ***BECOMING AND CEASING TO BE A MEMBER***

#### **26. Becoming a member**

26.1 No person may become a member of the Company unless:

26.1.1 that person has applied for membership in a manner approved by the Directors; and

26.1.2 the Directors have approved the application.

26.2 The Directors may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.

#### ***Unincorporated organisations***

26.3 An organisation admitted to membership which is unincorporated shall be a member through the person of its nominated representative from time to time. Every such organisation must notify the Company in writing of the name of its nominated representative. The membership rights may be exercised by the nominated representative or by the organisation which he or she represents.

#### ***Corporate Members***

26.4 An organisation admitted to membership which is an incorporated body (“a **Corporate Member**”) may by resolution of its directors or other governing body authorise a person or persons to act as its authorised representative or representatives at any meeting of the Company. Evidence of the appointment of the representative must be provided in the form of:

26.4.1 an original or certified copy of the resolution of the directors or other governing body of the Corporate Member;

26.4.2 a letter confirming the appointment of the representative on the letterhead of the Corporate Member signed by a duly authorised individual and submitted with evidence of the authority under which it was signed; or

26.4.3 such other form as the Directors may reasonably require.

26.5 A person authorised under Article 26.4 may exercise (on behalf of the Corporate Member) the same powers as the Corporate Member could exercise if it were an individual member.

#### ***Subscriptions***

26.6 The Directors may at their discretion levy subscriptions on members of the Company at such rate or rates as they shall decide.

#### ***Register of members***

26.7 The names of the members of the Company must be entered in the register of members.

**27. Termination of membership**

27.1 Membership is not transferable.

27.2 A member shall cease to be a member:

27.2.1 if the member, being an individual, dies;

27.2.2 if the member is a member on behalf of an unincorporated organisation under Article 26.3 and the unincorporated organisation ceases to exist;

27.2.3 if the member, being a Corporate Member, goes into liquidation other than for the purpose of a solvent reconstruction or amalgamation, has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets, or has an order made or a resolution passed for its winding up;

27.2.4 on the expiry of at least seven Clear Days' notice given by the member to the Company of his, her or its intention to withdraw;

27.2.5 if any subscription or other sum payable by the member to the Company is not paid on the due date and remains unpaid seven days after notice served on the member by the Company informing him, her or it that he, she or it will be removed from membership if it is not paid. The Directors may re-admit to membership any person removed from membership on this ground on him, her or it paying such reasonable sum as the Directors may determine; or

27.2.6 if, at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the Company. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A member expelled by such a resolution shall nevertheless remain liable to pay to the Company any subscription or other sum owed by him, her or it.

**28. Categories of membership**

28.1 Subject to Article 28.2, the Directors may establish such different categories of membership as they think fit. The Directors may, at their discretion, impose different subscriptions and confer different benefits on different membership categories and may, at their discretion, alter such benefits and subscriptions at any time.

28.2 The Directors may not create different classes of members with different rights within the meaning of those parts of the Companies Acts which deal with class rights.

**ORGANISATION OF GENERAL MEETINGS**

**29. General meetings**

29.1 The Directors may call a general meeting at any time.

29.2 The Directors must call a general meeting if required to do so by the members under the Companies Acts.

### 30. **Length of notice**

30.1 All general meetings must be called by either:

30.1.1 at least 14 Clear Days' notice; or

30.1.2 shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

### 31. **Contents of notice**

31.1 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted.

31.2 If the general meeting is to be a Hybrid Meeting, the notice must also contain the information specified in Articles 34.8.2 and 34.8.4.

31.3 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

31.4 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his, her or its rights to appoint another person as his, her or its proxy at a meeting of the Company.

31.5 If the Company gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).

### 32. **Service of notice**

Notice of general meetings must be given to every member, to the Directors, to any patron(s) and to the auditors of the Company.

### 33. **Postponement**

33.1 If, after the sending of notice of a general meeting, but before the meeting is held or, after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Directors consider that, due to circumstances beyond their control, proceeding with the general meeting on the date or at the time or place specified in the notice calling the general meeting would pose significant safety or other risks to the Company, the Directors and/or the members or would be in breach of any relevant laws or regulations, they may postpone the general meeting to another date, time and/or place.

33.2 When a general meeting is so postponed, notice of the date, time and place of the postponed meeting shall be given in such manner as the Directors may, in their absolute discretion, determine. Notice of the business to be transacted at such postponed meeting shall not be required.

33.3 No business shall be transacted at any postponed meeting other than business which might properly have been transacted at the meeting had it not been postponed.

33.4 If a general meeting is postponed in accordance with this Article 33, the appointment of a proxy will be valid if a Proxy Notice is received at a Proxy Notification Address in accordance with the Articles not less than 48 hours before the time appointed for holding the postponed meeting. The Directors may decide that Saturdays, Sundays, and Public Holidays shall not be counted when calculating this 48 hour period.

34. **Attendance and speaking at general meetings**

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

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

34.2.1 that person is able to vote, during the meeting (or in the case of a poll, within the time period specified by the chair of the meeting), on resolutions put to the vote at the meeting; and

34.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

34.3 The Directors may, in their discretion, make such arrangements as they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it. Such arrangements may, without limitation, include arrangements involving telephone or video conferencing and/or use of electronic facilities and/or electronic platforms.

34.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

34.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

***Hybrid Meetings and Remote Attendance***

34.6 A Hybrid Meeting is a general meeting where the Directors have made arrangements to enable those attending the meeting to exercise their rights to speak and/or vote at the meeting either by physical attendance at the place specified in the notice of the meeting ("**the Primary Location**") or by Remote Attendance.

34.7 The Directors may (but shall be under no obligation to) make such arrangements for Remote Attendance at a Hybrid Meeting as they may (subject to the requirements of the Companies Acts) decide. The entitlement of any person to attend a general meeting by Remote Attendance shall be subject to such arrangements.

34.8 In the case of a Hybrid Meeting:

34.8.1 the provisions of the Articles shall be treated as modified to permit such arrangements and in particular:



- (a) a person attending a general meeting by Remote Attendance shall be treated as being present and/or present in person at the meeting for the purposes of the Articles, including without limitation the provisions of the Articles relating to the quorum for the meeting and rights to vote at the meeting, unless the Articles expressly provide to the contrary; and
  - (b) references in these Articles to the place of a general meeting shall be treated as references to the Primary Location;
- 34.8.2 the Directors must ensure that the notice of a Hybrid Meeting includes:
- (a) details of the Primary Location; and
  - (b) details of the arrangements for Remote Attendance and any restrictions on Remote Attendance;
- 34.8.3 the Directors may decide:
- (a) how those attending by Remote Attendance may communicate with the meeting for example by communicating with the chair in Writing using an electronic platform;
  - (b) how those attending by Remote Attendance may vote;
- 34.8.4 the arrangements for Remote Attendance may be changed or withdrawn in advance of the meeting by the Directors, who must give the members as much notice as practicable of the change;
- 34.8.5 in the event of technical failure or other technical issues during the meeting (including, for example, difficulties in establishing whether the meeting is quorate) the chair of the meeting may adjust or withdraw the arrangements for Remote Attendance and/or adjourn the meeting;
- 34.8.6 under no circumstances shall the inability of one or more persons (being entitled to do so) to access, or continue to access, the technology being used for Remote Attendance at the meeting (despite adequate technology being made available by the Company) affect the validity of the meeting or any business conducted at the meeting, provided a quorum is present at the meeting.
- 35. Quorum for general meetings**
- 35.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.
- 35.2 For the avoidance of doubt, a person attending a meeting by Remote Attendance will be treated as being present and/or present in person at the meeting for the purposes of this Article 35.
- 35.3 The quorum shall be:
- 35.3.1 two persons entitled to vote on the business to be transacted (each being a member, an authorised representative of a Corporate Member or a proxy for a member) and entitled to vote on the business to be transacted.

35.4 If both a member and their proxy are present at a general meeting, only the member shall be counted in the quorum for the purposes of this Article 35.

35.5 If:

35.5.1 a quorum is not present within half an hour (or such longer interval as the chair of the meeting in his or her absolute discretion thinks fit) from the time appointed for the meeting; or

35.5.2 during the meeting a quorum ceases to be present;

the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

### **Chairing general meetings**

35.6 The Chair (if any) or in his or her absence some other Director nominated by the Directors shall preside as chair of every general meeting. The chair of the meeting may attend the meeting by Remote Attendance.

35.7 If neither the Chair nor any Director nominated in accordance with Article 35.6 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, he or she shall be chair of the meeting.

35.8 If no Director is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the members present in person, or via their authorised representative if a Corporate Member, or by proxy and entitled to vote must choose one of the members or authorised representatives of Corporate Members present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a member entitled to vote shall not be a proxy holder who is not a member entitled to vote, nor anyone not present at the Primary Location shall be entitled to be appointed chair of the meeting under this Article 35.8.

### **36. Attendance and speaking by Directors and non-members**

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

36.2 The chair of the meeting may permit other persons who are not members of the Company (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting.

### **37. Adjournment**

37.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

37.1.1 if the meeting consents to an adjournment; or

37.1.2 if it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner; or

- 37.1.3 in accordance with Article 34.8.5.
- 37.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 37.3 When adjourning a general meeting, the chair of the meeting must:
  - 37.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
  - 37.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 37.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 Clear Days' notice of it:
  - 37.4.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
  - 37.4.2 containing the same information which such notice is required to contain.
- 37.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

#### **VOTING AT GENERAL MEETINGS**

##### **38. Voting: general**

- 38.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

##### **39. Votes**

###### ***Votes on a show of hands***

- 39.1 On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each:
  - 39.1.1 each member present in person;
  - 39.1.2 (subject to Article 44.2) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution; and
  - 39.1.3 each authorised representative of a Corporate Member present;

provided that if a person attending the meeting falls within both of the above categories, he or she is not entitled to cast more than one vote but shall instead have a maximum of one vote.

###### ***Votes on a poll***

- 39.2 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:

- 39.2.1 every member present in person;
- 39.2.2 every member present by proxy (subject to Article 44.2); and
- 39.2.3 every authorised representative of a Corporate Member (subject to Article 39.3) present.
- 39.3 On a vote on a resolution at a meeting which is carried out by a poll, if more than one authorised representative of a Corporate Member purports to vote on behalf of the same Corporate Member:
  - 39.3.1 if they purport to vote in the same way, they will be treated as having cast one vote between them; and
  - 39.3.2 if they purport to vote in different ways they are treated as not having voted.

**General**

- 39.4 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.
- 39.5 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Company have been paid.

**40. Errors and disputes**

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

**41. Poll votes**

- 41.1 A poll on a resolution may be demanded:
  - 41.1.1 in advance of the general meeting where it is to be put to the vote; or
  - 41.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 41.2 A poll may be demanded by:
  - 41.2.1 the chair of the meeting;
  - 41.2.2 the Directors;
  - 41.2.3 two or more persons having the right to vote on the resolution;
  - 41.2.4 any person, who, by virtue of being appointed proxy or authorised representative of a Corporate Member for one or more members having the right to vote on the resolution, holds two or more votes; or

41.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

41.3 A demand for a poll may be withdrawn if:

41.3.1 the poll has not yet been taken; and

41.3.2 the chair of the meeting consents to the withdrawal.

## 42. **Procedure on a poll**

42.1 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.

### ***Results***

42.2 The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.

42.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

### ***Timing***

42.4 A poll on:

42.4.1 the election of the chair of the meeting; or

42.4.2 a question of adjournment;

must be taken immediately.

42.5 Other polls must be taken within 30 days of their being demanded.

42.6 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.

### ***Notice***

42.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.

42.8 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

## 43. **Proxies**

43.1 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

43.2 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.

- 43.3 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 43.3.1 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
- 43.3.2 appointing that person as a proxy in relation to any adjournment [or postponement] of the general meeting to which it relates as well as the meeting itself.

44. **Delivery of Proxy Notices**

- 44.1 The Proxy Notification Address in relation to any general meeting is any Address or Addresses specified by the Company as an Address at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form.

***Attendance of member***

- 44.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting (including an authorised representative of a Corporate Member) remains so entitled in respect of that meeting or any adjournment or postponement of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person (or the Corporate Member which they represent). If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

***Timing***

- 44.3 Subject to Articles 44.4 and 44.5, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 44.4 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 44.5 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:
- 44.5.1 received in accordance with Article 44.3; or
- 44.5.2 given to the chair, Secretary (if any) or any Director at the meeting at which the poll was demanded.

***Interpretation***

- 44.6 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 44.

***Revocation***

- 44.7 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.

- 44.8 A notice revoking the appointment of a proxy only takes effect if it is received before:
- 44.8.1 the start of the meeting or adjourned or postponed meeting to which it relates; or
- 44.8.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

***Execution***

- 44.9 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.

**WRITTEN RESOLUTIONS**

**45. Written resolutions**

***General***

Written resolutions of the members may be passed in accordance with the Companies Act, provided that no member shall be entitled to vote on a written resolution unless all monies payable by him, her or it to the Company have been paid.

**ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

**46. Communications by the Company**

***Methods of communication***

- 46.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:
- 46.1.1 in Hard Copy Form;
- 46.1.2 in Electronic Form; or
- 46.1.3 by making it available on a website.
- 46.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.
- 46.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the

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

***Deemed delivery***

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

***Failed delivery***

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

***Exceptions***

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



46.9 Notices of general meetings need not be sent to a member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a member for whom the Company does not have a current Address.

#### 47. **Communications to the Company**

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

#### 48. **Secretary**

48.1 A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

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

48.1.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

#### 49. **Irregularities**

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

#### 50. **Minutes**

50.1 The Directors must ensure minutes are made:

50.1.1 of all appointments of officers made by the Directors;

50.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

50.1.3 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.

#### 51. **Records and accounts**

51.1 The Directors shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 51.1.1 annual reports;
  - 51.1.2 annual statements of account; and
  - 51.1.3 annual returns or confirmation statements.
- 51.2 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a member.

**52. Exclusion of model articles**

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

**WINDING UP**

**53. Winding up**

- 53.1 The Company may be dissolved at a general meeting specifically called for such a purpose. Such notice shall contain the business to be transacted at the meeting. Any dissolution must be authorised by a special resolution at a general meeting.
- 53.2 Any balance of funds remaining to the Company after the satisfaction of all its debts and liabilities shall be paid or distributed amongst the members in proportion to their contributions to the Company as agreed by the general meeting.

## SCHEDULE

### INTERPRETATION – DEFINED TERMS

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

	<b>Term</b>	<b>Meaning</b>
1.1	<b>“Address”</b>	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	<b>“Articles”</b>	the Company’s articles of association;
1.3	<b>“Chair”</b>	has the meaning given in Article 8;
1.4	<b>“Company”</b>	British Grooms and Equestrian Employers Group;
1.5	<b>“Clear Days”</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.6	<b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.7	<b>“Corporate Member”</b>	has the meaning given in Article 26.4;
1.8	<b>“Document”</b>	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.9	<b>“Electronic Form” and “Electronic Means”</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.10	<b>“Hard Copy” and “Hard Copy Form”</b>	have the meanings respectively given to them in the Companies Act 2006;
1.11	<b>“Hybrid Meeting”</b>	has the meaning given in Article 34.6;
1.12	<b>“Primary Location”</b>	has the meaning given in Article 34.6;
1.13	<b>“Proxy Notice”</b>	has the meaning given in Article 43;
1.14	<b>“Proxy Notification Address”</b>	has the meaning given in Article 44;
1.15	<b>“Public Holiday”</b>	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;

- 1.16     **“Remote Attendance”**                   means remote attendance at a general meeting by such means as are approved by the Directors in accordance with Article 34.3;
- 1.17     **“Secretary”**                                 the secretary of the Company (if any);
- 1.18     **“Director”**                                 a director of the Company, and includes any person occupying the position of director, by whatever name called; and
- 1.19     **“Writing”**                                 the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2.       Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3.       Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.