

**MEMORANDUM AND ARTICLES OF
ASSOCIATION**

OF

LOCAL INFORMATION UNIT LIMITED

As amended by Special Resolution passed on 3 March 2020

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THE COMPANIES ACTS 1985 TO 2006

Company Limited by Guarantee and not having a Share Capital

**MEMORANDUM OF ASSOCIATION OF
LOCAL INFORMATION UNIT LIMITED**

As amended by Special Resolution passed on 3 March 2020

1. Name of Company

The name of the company is Local Information Unit Limited, called in this document "the Company".

2. Registered Office

The registered office of the Company will be in England and Wales.

3. Objects of the Company

3.1 The promotion for the public good of efficient public administration of local government by the provision of information, advice, research and training and the publication of research.

4. What the Company may do

4.1 The charity has power to do anything which is calculated to further its Object(s) or is conducive or incidental to doing so:-

- (a) to construct alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment the buildings and any other premises or structure or land which the Company may need for its Objects;
- (b) To employ and pay any employees, officers, servants and professional or other advisers;
- (c) subject to any consents required by law to raise funds and borrow moneys invite and receive contributions or grants or enter into contracts seek subscriptions or raise monies in any other way;

- (d) subject to any consent required by law to buy, take on lease, sell lease or otherwise dispose of, hire charge or mortgage or acquire any land or property of any sort and give or receive any guarantee or indemnity;
- (e) to promote, encourage or undertake study or research and disseminate the results of such;
- (f) to produce, print and publish anything in written, oral, visual or electronic media in furtherance of the Objects;
- (g) to provide or procure the provision of services training consultancy advice support counselling and guidance in furtherance of the objects or any of them;
- (h) to promote and advertise the Company's activities;
- (i) to invest any money that the Company does not immediately need in any investments, securities or properties;
- (j) to undertake any charitable trust or any charitable agency business which may promote the Company's Objects;
- (k) to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their wives, husbands and other dependants;
- (l) to carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Company or the trade is temporary and ancillary to the carrying out of the objects of the company;
- (m) to establish, promote and otherwise assist any limited company or companies for any trading and to establish the same either as wholly owned subsidiaries of the Company or jointly with other persons, companies, government departments or local authorities and to finance the same if the Members of the Executive Board see fit by way of loan or share subscription on commercial terms provided that the Company shall seek professional legal advice before financing such companies;
- (n) to establish support or join with any charitable companies, institutions, societies or associations whose objects are the same as or similar to its own;
- (o) to purchase or otherwise acquire any of the property, assets and liabilities of any of the charities, institutions, societies or associations with which

- the Company is authorised to join, and perform any of their engagements;
- (p) to transfer any of the Company's property, assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Company is authorised to join;
 - (q) to open and operate banking accounts and other banking facilities;
 - (r) to enter into any arrangements with any governments, authorities or any person, company or association necessary to promote any of the Company's Objects;
 - (s) to insure any risks arising from the Company's activities;
 - (t) to insure the Executive Board against the costs of a successful defence to a criminal prosecution brought against them as Executive Board members or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Executive Board members concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
 - (u) to make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commissioners;
 - (v) to pay all the expenses and costs of establishing this Company;
 - (w) to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:-
 - (i) the Managers shall be authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
 - (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;
 - (iii) the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers and report regularly on the performance of investments managed by them;

- (iv) the Company shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
 - (v) the Company shall be bound to review the arrangements for delegation at intervals but so that any failure by the Company to undertake such reviews shall not invalidate the delegation;
 - (vi) the Company shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers;
- (x) to permit any investments belonging to the Company to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such.

5. **Use of income and property**

- 5.1 The income and property of the Company shall be applied solely towards the promotion of its Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the Company and no member of the Executive Board may be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company except as shown below under 'Allowed Payments'.

6. **Allowed Payments**

- 6.1 The Company may pay:-

- (a) Reasonable and proper payment to any officer or servant of the Company who is not a member of its Executive Board for any services to the Company other than the chair of the Board who may be paid a reasonable honorarium.
- (b) Reasonable and proper remuneration of a member of the Executive Board for services actually rendered or goods supplied to the Company or a subsidiary of the Company (save for services rendered in his capacity as a member of the Executive Board) including the usual professional charges for services provided or business done by a member of the

Executive Board who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or her firm instructed by the Company to act on its behalf, PROVIDED THAT:-

- (i) the number of members of the Executive Board so remunerated in any accounting period shall not exceed a minority of the Executive Board;
 - (ii) that no resolution to approve such remuneration to a member of the Executive Board shall be effective unless it is passed at a meeting of the Executive Board;
 - (iii) such member of the Executive Board shall not vote on any resolutions relating to his or her engagement by the Company or a subsidiary of the Company; and
 - (iv) the remuneration or maximum remuneration payable to the member of the Executive Board shall be set out in a written agreement between the member of the Executive Board and the Company.
- (c) Interest on the money lent by any member of the Company or its Executive Board. The annual rate of interest must not be more than 2% below the base rate of one of the clearing banks or a rate of 3% whichever is the greater.
 - (d) Reasonable out-of-pocket expenses to any member of the Executive Board.
 - (e) Reasonable and proper payment to a company of which a member of the Executive Board holds not more than a hundredth of the capital.
 - (f) Reasonable and proper rent of premises demised or let by any member of the Company or its Executive Board.
 - (g) All reasonable and proper premiums in respect of indemnity insurance effected in accordance with the powers in this Memorandum.
 - (h) Any payment to a member of the Executive Board under the indemnity provisions in the Articles of Association.
 - (i) In exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission.

PROVIDED THAT no member of the Company or the Executive Board shall be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give a benefit to that member.

7. Alterations to this Memorandum

7.1 No alterations to this Memorandum may be made which would cause the Company to cease to be a charity in law. Other alterations to this Memorandum may only be made by special resolution passed at a general meeting or as a written resolution. For a special resolution to be validly passed at a general meeting, 14 clear days' notice of it must be given specifying it as a special resolution and it will be passed as a special resolution if at least 75% of those voting vote in favour of it. Such a special resolution may be passed on shorter notice if 90% of the total number of members having the right to vote agree to such short notice.

7.2 Alterations may only be made to:

- (a) the Objects; or
- (b) to any clause in this Memorandum or Articles which directs the application of property on dissolution; or
- (c) to any clause in this Memorandum or Articles which gives members of the Executive Board any benefit

with the Charity Commission's prior written consent where this is required by law.

7.3 The Charity Commission and the Companies Registrar must be informed of alterations and all future copies of the Memorandum issued must contain the alteration.

8. Limited Liability

8.1 The liability of the members is limited.

9. Guarantee by Members of the Company

9.1 Every member of the Company agrees to contribute to the Company £1 or any smaller amount required if:-

- (a) The Company is wound-up while it is a member or within a year afterwards; and
- (b) The Company has debts and liabilities which it cannot meet out of its assets.

10. **Winding-up of the Company**

- 10.1 If the Company is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must not be distributed among the members of the Company. Instead it must be given or transferred to some other charitable institution or institutions. This other institution must have similar objects to those of the Company and must prohibit the distribution of its income and property among its members to an extent at least as great as that required by this Memorandum of Association.

- 10.2 The institutions will be chosen by the members of the Company at or before the time when the Company is wound-up or dissolved and if that cannot be done then the property shall be given to some other charity or charitable object.

THE COMPANIES ACTS 1985 TO 2006

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION OF LOCAL INFORMATION UNIT LIMITED

As amended by Special Resolution passed on 14 July 2009

1. Meaning of Words

1.1 In these Articles the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:-

1.2 Words	Meanings
Act	The Companies Acts 1985 to 2006 and as amended by subsequent Acts
The Company	Local Information Unit Limited
The Articles	These Articles of Association
The Executive Board	The Executive Board of the Company whose members are the directors of the Company and as such are charity trustees
The Office	The registered office of the Company
The Seal	The common seal of the Company
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar month
In writing	Written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form including by e-mail or fax

1.3 Words in the singular form include the plural and vice versa.

- 1.4 The words "person" or "people" include corporations.
- 1.5 Apart from the words defined above, any words or expression defined in the Act or any change to the Act in force when these Articles become binding on the Company will have the same meanings in these Articles, provided they are consistent with the subject or context.
- 1.6 Headings are not part of the Memorandum or Articles.

2. The Constitution of the Company; Rights of Inspection by Members

- 2.1 The Company is established for the Objects shown in the Memorandum of Association.
- 2.2 A copy of the Memorandum and Articles and any standing orders made must be available for inspection at the Office. Any member must be given a copy of these on payment of a reasonable fee fixed by the Executive Board.

3. Members

- 3.1 The number of members of the Company is unlimited.
- 3.2 The Company must keep at the Office a register of members showing their name, address and date of membership.
- 3.3 The register is available for inspection.

4. Membership

- 4.1 Membership is open to the following:-
 - 4.1.1 Any local authority constituted in any part of the United Kingdom
 - 4.1.2 Any other organisation including a trade union whether corporate or unincorporated.
- 4.2 An application for membership shall be made in such form (if any) as the Board may require and be subject to the approval of the Executive Board or any person to whom it delegates such responsibility.
- 4.3 When an organisation becomes a member it must (if requested) give a copy of its constitution (if any) to the Company.

- 4.4 Each member has the right to appoint one representative, by giving notice in writing to the Company provided that the Executive Board may by a resolution passed by 75% of those present and voting allow a member to appoint two representatives or remove such right. The member can, at any time, cancel the appointment of its representative and appoint another instead. Each representative has the right to attend and to vote at general meetings of the Company and any vote given shall be valid unless prior to the vote the Company receives written notice ending the representative's authority.
- 4.5 None of the rights of any member of the Company may be transferred or transmitted to any other person.
- 4.6 The Company may admit any organisation into Associate Membership but such Associate Membership shall not give any rights under these Articles.

5. Subscription

- 5.1 All members of the Company shall pay within the payment period set by the Company an annual subscription for the 12 months commencing 1 January of such amount as may be determined from time to time by the Company in general meeting.
- 5.2 Members joining after 1 January (or other date set by the Executive Board) in any year shall on admission pay an appropriate proportion of their annual subscription.
- 5.3 Where a member has not paid the subscription due it shall not be able to exercise any of the rights of a member until it is paid.
- 5.4 Where any member fails to pay a subscription the Executive Board may terminate its membership by giving six months' notice in writing to it.

6. Retirement of a Member

Any member wishing to retire from membership of the Company may do so by giving not less than six months' notice in writing of retirement. Any such member who has given such notice shall cease to be a member on the 31st December next following the expiration of the six months' notice period unless the Executive Board shall resolve that the retirement from membership of that member shall take effect on such earlier date as the Executive Board shall specify.

7. Removal from Membership

7.1 The Executive Board may suspend the rights of any member by giving it notice in writing of the suspension.

7.2 Within 28 days of receiving that notice the member can send or give an appeal in writing to the Company against the suspension. If no appeal is received, the member automatically stops being a member. If an appeal is received within the time limit, the suspension must be considered by the next meeting of the Executive Board. The member's representative has the right to be heard at the meeting. The meeting must either confirm the suspension, in which case the person is out of membership, or lift the suspension.

8. General Meetings

8.1 Each calendar year, the Company must hold an annual general meeting in addition to any other general meeting in that year. The annual general meeting must be specified as such in the notices calling it. Not more than 15 months must pass between one annual general meeting and the next.

9. Extraordinary General Meetings

9.1 All general meetings except annual general meetings are called extraordinary general meetings.

10. Members' Assembly

10.1 The Executive Board shall call one Members Assembly in each calendar year and that Assembly shall coincide with the AGM or an EGM. At each Members Assembly the Board shall deliver a report of the activities of the Company and report on any other issues requested by previous Members' Assemblies. Members' Assemblies may consider the policy and activities of the company and provide guidance and advice as to the most effective methods of achieving its objects and comment on any other matters relevant to the Company's activities.

11. Calling of Extraordinary General Meetings

11.1 The Executive Board may call an extraordinary general meeting whenever they wish. Such a meeting must also be called if 10% of the members of the Company request it.

12. **Notice of General Meetings**

12.1 An annual general meeting or an extraordinary general meeting must be called by giving at least 14 clear days' notice in writing. These notices must specify the place, date, time and the exact details or general nature of any special business and, in the case of a special resolution, the exact wording of the resolution must be set out in the notice. The notice must also include a statement informing the members of their right to appoint a proxy. Notice of the meeting must be given to everyone entitled by these Articles to receive it and must be given in accordance with these Articles.

12.2 However, even if shorter notice is given than that required above, the meeting will be treated as having been correctly called if it is so agreed by 90 per cent of the members entitled to attend and vote at it.

13. **Ordinary and Special Business at General Meetings**

13.1 At an extraordinary general meeting all business will be treated as special business. At an annual general meeting all business will be treated as special except the consideration of accounts and balance sheets, the reports of the members of the Executive Board and Auditors, the election of members of the Executive Board in place of those retiring, the appointment of Auditors, and the fixing of the payments to the Auditors.

14. **Quorum**

14.1 Business may be done at a general meeting only if a quorum of members is present when the meeting begins to deal with its business. A quorum is ten members or 10% of the membership, whichever is the lower.

15. **Adjournment if no Quorum**

15.1 If the meeting is called by the demand of members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in another way, the meeting must be adjourned to another day, time and place as the Executive Board may decide.

15.2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

16. **Chair**

16.1 The Chair (if any) of the Executive Board must preside as Chair at every general

meeting of the Company. If there is no Chair, or if he/she will not be present within 15 minutes after the appointed starting time or is unwilling to take the chair, the members of the Executive Board present must elect one of their number to be Chair of the meeting.

17. Election of Chair

17.1 If at any general meeting no member of the Executive Board is willing to act as Chair or if no member of the Executive Board is present within 15 minutes after the appointed starting time, the members present must choose one of their number to be Chair of the meeting.

18. Adjournment of the Meeting

18.1 The Chair may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place. But no business may be done at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.

18.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

19. Voting on Resolutions

19.1 The Executive Board may resolve that any resolution at a general meeting or Members' Assembly including election to the Board may be voted on by postal vote. Where it does so a suitable voting form shall be sent to the members with the notice of the meeting. Such notice shall specify a date and time not more than forty-eight hours before the meeting by which the vote must be received and such voting paper must be signed by the member or its representative and such vote must be delivered or sent by post or fax, votes by e-mail shall not be accepted. Where there is a postal vote on an issue the postal vote form and the notice of the meeting must specify whether votes may as an alternative be given at the meeting.

19.2 At any general meeting a resolution put to the vote of the meeting is decided on a show of hands unless a poll is demanded (before or after the result of the show of hands is declared). A poll can be demanded by the Chair or by at least nine members or members' representatives who are present. Members may vote by proxy.

- 19.3 Members may appoint a proxy who need not be a member of the Company. The proxy may be appointed by the member to exercise all or any of the member's rights to attend, speak, vote and demand a poll at a meeting of the Company.
- 19.4 A vote or poll shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

20. Proxies

- 20.1 A person holding a proxy may vote on any resolution.
- 20.2 An instrument appointing a proxy shall be in writing executed by or on behalf of the appointer and shall be in the form set out below or in any usual or common form or in such other form as the Executive Board may approve. If the appointer does not direct the proxy how to vote on a particular resolution, the proxy may vote as he or she thinks fit. The instrument of proxy shall, unless the contrary is stated in such instrument of proxy, be valid for any adjournment of the meeting as well as for the meeting to which it relates. The instrument appointing a proxy and any authority under which it is executed shall be deposited at the Office or such other place or person as the notice for the meeting shall specify at least 48 hours prior to the general meeting or adjourned meeting (excluding any day that is not a working day).
- 20.3 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited at least 48 hours before the commencement of the meeting or adjourned meeting (excluding any day that is not a working day).
- 20.4 A proxy in the following form will be acceptable:

“I

of

a member of LOCAL INFORMATION UNIT LIMITED

hereby appoint

of

as my proxy to vote for me on my behalf at the [Annual/Extraordinary] General

Meeting of the Company to be held on the _____ day of _____ and any adjournment thereof.

Signed on the _____ day of _____ ”

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and may contain directions as to how the proxy is to vote on any resolution.

21. **Polls**

21.1 Unless a poll is demanded, the Chair's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book.

21.2 The demand for a poll may be withdrawn.

22. **Voting and Speaking**

22.1 Every member has one vote including the Chair. If the votes are level, the Chair has a casting vote.

23. **Written Agreement to Resolution**

23.1 Except in the case of a resolution to remove a member of the Executive Board or the auditors before the expiry of their term, members may pass a valid resolution without a meeting being held. But for the resolution to be valid:

- (a) it must be in writing;
- (j) in the case of a special resolution it must be signed by at least 75 per cent of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
- (k) in the case of an ordinary resolution it must be signed by a majority of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
- (d) it may consist of two or more documents in identical form signed by members;
- (e) the passing of the resolution must comply with any other requirements of the law from time to time.

24. Management by the Executive Board

24.1 The business of the Company is managed by the Executive Board. They may pay all the expenses of promoting and registering the Company. They may use all powers of the Company which are not, by the Act or by these Articles, required to be used by a general meeting of the Company. But the members of the Executive Board are at all times governed first by the Act, second by the Memorandum and Articles, and third by any regulations that a general meeting may prescribe.

24.2 General meetings or any Members' Assembly cannot make a regulation or standing orders that overrides the Memorandum and Articles. Nor can they make one which invalidates any prior act of the members of the Executive Board which would otherwise have been valid.

25. Powers of the Executive Board

25.1 The Executive Board may subject to such consents as the law requires use all the powers of the Company to:

- (a) borrow money;
- (b) mortgage or charge its property or any part of it;
- (c) issue debentures, debenture stock or other securities, whether outright or as security for any debt, liability or obligation of the Company or any charitable third party;
- (d) resolve pursuant to the Memorandum of Association to effect indemnity insurance notwithstanding their interest in such a policy.

26. Cheques and Bills etc

26.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall indicate the name of the Company in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Executive Board decides from time to time and cheques shall be signed by two Executive Board members unless the Executive Board otherwise decides.

27. Indemnity of members of the Executive Board

27.1 To the extent permitted by law from time to time, but without prejudice to any indemnity to which a member of the Executive Board or other officer may otherwise be entitled the Company may indemnify every member of the Executive Board or other officer out of the assets of the Company against all costs and liabilities incurred by him which relate to anything done or omitted or alleged to have been done or omitted by him as a member of the Executive Board or other officer save that no member of the Executive Board may be entitled to be indemnified:

- (a) for any liability incurred by him to the Company or any associated company of the Company (as defined by the Act for these purposes);
- (b) for any fine imposed in criminal proceedings;
- (c) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
- (d) for any liability which he has incurred in defending any criminal proceedings in which he is convicted and such conviction has become final;
- (e) for any liability which he has incurred in defending any civil proceedings brought by the Company or an associated company in which a final judgment has been given against him; and
- (f) for any liability which he has incurred in connection with any application under the Act in which the court refuses to grant him relief and such refusal has become final.

27.2 To the extent permitted by law from time to time, the Company may provide funds to every member of the Executive Board or other officer to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a member of the Executive Board or officer, provided that he will be obliged to repay such amounts no later than:

- (a) in the event he is convicted in proceedings, the date when the conviction becomes final;

- (b) in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or
- (c) in the event of the court refusing to grant him relief on any application under the Act, the date when refusal becomes final.

28. Payment of reasonable expenses to members of the Executive Board

28.1 The members of the Executive Board may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Company but shall not be paid any other remuneration save as permitted in the memorandum of association.

29. The Keeping of Minutes

29.1 The Executive Board must have minutes entered in the minute books:-

- (a) of all appointments of officers by the Executive Board;
- (b) of the names of the members of the Executive Board present at each of its meetings and of any committee of the members of the Executive Board;
- (c) of all resolutions and proceedings at all meetings of:
 - (i) The Company;
 - (ii) The Executive Board;
 - (iii) Subcommittees of the Executive Board.

30. The Composition of the Executive Board

30.1 The Executive Board shall consist of twelve members plus any co-opted members. The Board shall be representative of County Councils, Unitary Authorities, District Councils, Metropolitan Authorities, London Boroughs, Trade Unions and other categories of members.

30.2 The procedures for the holding of such elections shall be decided from time to time by the Executive Board. The whole Board shall be elected every three years.

31. Retirement of members of the Executive Board

31.1 There is no term limit for Board Members. Board members are eligible for re-election each time there is an election.

32. Change in Composition and Number of the Executive Board

32.1 The composition and number of the Executive Board may be varied but not reduced below three. Variation can only be by an ordinary resolution approved by a general meeting by a majority vote.

33. Filling vacancies in the Executive Board

33.1 A general meeting can elect anyone who is the representative of a member to fill a vacancy in the membership of the Executive Board. They will hold office until the annual general meeting at which the whole Board is elected, every three years.

34. Co-Option of Members of the Executive Board

34.1 The Executive Board may co-opt additional persons onto the Board. Their term of office will run until the annual general meeting at which the whole Board is elected, every three years.

35. Diversity on the Executive Board

35.1 The Executive Board may if it thinks fit take such steps as it considers appropriate to encourage applications for membership of the Executive Board from sections of the community which appear to be under-represented; and/or to co-opt persons from such groups onto the Executive Board.

36. Notification of Change of members of the Executive Board to the Registrar of Companies

36.1 All appointments, retirements or removals of members of the Executive Board must be notified to the Registrar of Companies.

37. Ending of Executive Board Membership

37.1 A member of the Executive Board must cease to be a member of the Executive

Board if he or she:-

- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- (b) becomes barred from membership of the Executive Board because of any order made under the Act or by virtue of Section 72 of the Charities Act 1993; or
- (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
- (d) resigns the office by notice in writing to the Company but only if at least two members of the Executive Board will remain in office when the resignation takes effect; or
- (e) is directly or indirectly involved in any contract with the Company and fails to declare the nature of his or her interest in the proper way. The proper way is by giving notice at the first meeting at which the contract is discussed or the first meeting after the member became interested in the contract; or
- (f) is removed from office as a member of the Executive Board by resolution of the members; or
- (g) the organisation for which that person is a representative ceases to be a member of the company; or
- (h) ceases to be the representative of a member; or
- (i) is removed by resolution of the Executive Board.

38. Removal of a member of the Executive Board by a General Meeting

38.1 A general meeting of the Company may remove any member of the Executive Board before the end of his or her period of office whatever the rest of these Articles or any agreement between the Company and the member may say.

38.2 Removal can take place only by the Company passing an ordinary resolution saying so. At least 28 days' notice must be given to the Company and at least 21 days' notice to the membership. Once the Company receives such notice it must

immediately send a copy to the member of the Executive Board concerned. He or she has a right to be heard at the general meeting. He or she also has the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the member may require it to be read to the meeting.

39. Removal or suspension of members of the Executive Board

39.1 The Executive Board may by a majority suspend or terminate the membership of a member of the Executive Board (including any co-opted member of the Executive Board):

- (a) if he or she is absent from meetings of the Executive Board during a continuous period of six months without special leave from the Executive Board;
- (b) if he or she undertakes activities which are contrary to the interests of the Company or are seen as detrimental to achieving the objects of the Company.

39.2 The Board member must be given at least seven days' written notice of the intention to propose removal or suspension and has the right to be heard at the meeting of the Executive Board.

40. Meetings of the Executive Board

40.1 The Executive Board may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles but at least five days notice of any meeting shall be given to all members of the Executive Board.

40.2 Questions arising at any meeting must be decided by a majority of votes. Every member has one vote including the Chair. If the votes are equal, the Chair has a casting vote.

40.3 Two members of the Executive Board may, and the Secretary if requested by two members of the Executive Board must, summon a meeting of the members of the Executive Board.

40.4 Notice of a meeting need not be given to any member of the Executive Board who is out of the United Kingdom.

40.5 A meeting of the Executive Board may be held either in person or by suitable electronic means agreed by the Board provided those means allow all those participating in the meeting to hear and be heard by all the other participants.

41. Officers of the Executive Board

41.1 The Members' Assembly may elect the Chair of the LGIU and the Executive Board may elect up to three Vice Chairs and any other officer that it wishes. The Board may from time to time delegate to general meetings the power to elect the Chair and Vice Chairs. Any Chair or Vice Chair will serve in such capacity until the annual general meeting at which the whole Board is elected, every three years.

42. Quorum of the Executive Board

42.1 A general meeting of the Company must fix the quorum necessary for business to be done at an Executive Board meeting. The quorum must be at least five members of the Executive Board.

43. Vacancies on the Executive Board

43.1 The Executive Board may act despite any vacancy on the committee. But if the number of members falls below the quorum, it may act only to summon a general meeting of the Company.

44. A Resolution may be Approved by Signature Without a Meeting

44.1 A resolution in writing signed by all the members of the Executive Board or any sub-committee is as valid as if it had been passed at a properly held meeting of the Executive Board or sub-committee. The resolution may consist of several documents in the same form signed including faxed signature by one or more members of the Executive Board or sub-committee.

45. Validity of Acts Done at Meetings

45.1 It may be discovered that there was some defect in the appointment of a member of the Executive Board or someone acting as a member or that he or she was disqualified. If this is discovered, anything done before the discovery at any meeting of the Executive Board is as valid as if there were no defects or disqualification.

46. Conflicts of Interest

46.1 Where the duty of a member of the Executive Board under section 175(1) of Companies Act 2006 to avoid conflict of interest would otherwise be infringed in relation to a particular situation, transaction or arrangement, the duty is not infringed if:

- (a) the matter in relation to which that duty exists has been proposed to the Executive Board at a meeting of the Executive Board and has been authorised by them;
- (b) any requirement as to the quorum of such meeting is met without counting the member of the Executive Board in question, or any other interested member of the Executive Board; and
- (c) the matter was agreed to without any such member of the Executive Board voting, or would have been agreed to if the vote of any such member of the Executive Board had not been counted.

46.2 The Executive Board shall also observe the other duties and rules in the Act, and such other rules as the Executive Board adopts, as to the management of conflicts of duty or interest and to the extent required by law every member of the Executive Board shall fully disclose to the Executive Board the circumstances giving rise to any conflict or potential conflict that he has.

47. Delegation of Executive Board Powers to Committees

47.1 The Executive Board may delegate the administration of any of its powers to committees consisting of two or more of its members. A sub-committee must conform to any regulations that the Executive Board imposes on it.

47.2 The members of the Executive Board on the committee may (unless the Executive Board directs otherwise) co-opt any person or people to serve on the sub-committee.

47.3 All acts and proceedings of the committee must be reported to the Executive Board as soon as possible.

48. Chair of Committees

48.1 A committee may elect a Chair of its meetings if the Executive Board does not nominate one.

48.2 If at any meeting the committee's Chair is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be Chair of the meeting.

49. Meetings of Committees

49.1 A committee may meet and adjourn whenever it chooses.

- 49.2 Questions at the meeting must be decided by a majority of votes of the members present.
- 49.3 The committee must have minutes entered in minute books. Copies of these minutes must be given to all members of the Executive Board.

COMPANY SECRETARY

50. Appointment and Removal of the Company Secretary

- 50.1 The members of the Executive Board appoint the Company Secretary. They decide his or her period of office, pay (if not a member of the Executive Board) and conditions of service. They may also remove the Company Secretary.

51. Actions of Directors and Company Secretary

- 51.1 The Act says that some actions must be taken both by a member of the Executive Board (a Director) and by the Company Secretary. If one person is both a member of the Executive Board and the Company Secretary, it is not enough for him or her to do the action first as an Executive Board member and then as Company Secretary.

52. The Seal

- 52.1 If the Company shall decide to use a Company Seal the Executive Board must provide safe custody of the Seal.
- 52.2 The Seal may only be used as the authority of the Executive Board or of a sub-committee authorised by the Executive Board to use it.
- 52.3 Everything to which the Seal is affixed must be:-
- (a) signed by a member of the Executive Board; and
 - (b) countersigned by the Company Secretary or by a second member of the Executive Board or by some other person appointed by the Executive Board for that purpose.

ACCOUNTS

53. Proper Accounts must be Kept

- 53.1 Accounts shall be prepared in accordance with the Act.

54. Books must be Kept at the Office

54.1 The books of account must be kept at the Registered Office of the Company or at other places decided by the Executive Board. The books of account must always be open to inspection by members of the Executive Board.

55. Inspection of Books

55.1 The Executive Board must decide whether, how far, when, where and under what rules the books of account may be inspected by members who are not on the Executive Board. A member who is not on the Executive Board may only have the right to inspect a book of account or document of the Company if the right is given by law or authorised by the Executive Board or a general meeting.

56. Accounts and Returns

56.1 The Executive Board must, for each financial year, send a copy of its annual accounts and reports (or summary financial statements where appropriate) to every person who is entitled to receive notice of general meetings.

56.2 Copies need not be sent to a person for whom the Company does not have a current address (as defined in Companies Act 2006).

56.3 The deadline for sending out the accounts and reports (or summary financial statements) is as follows:

- (a) The deadline for filing the Company's accounts and reports with Companies House, as prescribed by the Companies Act 2006; or
- (b) If earlier, the date on which the Company actually files the accounts and reports (or summary financial statements) with Companies House.

56.4 To the extent required by law, the Executive Board must file the accounts and reports (or summary financial statements) with Companies House and with the Charity Commission within any deadlines specified by law or by the Charity Commission.

56.5 The Executive Board must file with Companies House and the Charity Commission all annual returns and other documents that are required to be filed, within any deadlines specified by law or by the Charity Commission.

57. Appointment of Reporting Accountants or Auditors

57.1 The Company must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Company's income or assets from time to time makes this a legal requirement.

58. Service of Notices

58.1 The Company may give notice to any member either:

- (i) personally; or
- (ii) by delivering it or sending it by ordinary post to the member's registered address; or
- (iii) if the member has provided the Company with a fax number, by sending it by fax to that member. This is subject to the member having consented to receipt of notice in this way, where this is a legal requirement; or
- (iv) if the member has provided the Company with an e-mail address, by sending it by e-mail to that address. This is subject to the member having consented to receipt of notice in this way, where this is a legal requirement; or
- (v) in accordance with the provisions for notice on a website set out below

If the member lacks a registered address within the United Kingdom, notice may be sent to any address within the United Kingdom which he or she has given the Company for that purpose or in accordance with (iii), (iv) or (v) above but otherwise no member not within the United Kingdom shall be entitled to receive any notice from the Company.

58.2 If a notice is sent by post, it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. If sent by fax or email it will be treated as properly sent if the Company receives no indication that it has not been received.

58.3 If sent by post in accordance with this Article, the notice will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by fax or email, the notice will be treated as having been received 24 hours after having been properly sent.

58.4 The Company may assume that any fax number or e-mail address given to it by a member remains valid unless the member informs the Company that it is not.

58.5 Where a member has informed the Company in writing of his consent, or has given deemed consent in accordance with the Act, to receiving notices from the Company by means of a website, notice will be validly given if the Company sends that member a notification informing him that the documents forming part of the notice may be viewed on a specified website. The notification must provide the website address, and the place on the website where the notice may be accessed and an explanation of how it may be accessed. If the notice relates to a general meeting the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

59. Accidental Omission of Notice

59.1 Sometimes a person entitled to receive a notice of a meeting does not get it because of accidental omission or some other reason. This does not invalidate the proceedings of that meeting.

60. Who is Entitled to Notice of General Meetings

60.1 Notice of every general meeting must be given to:-

- (a) every Member (except those members who lack a registered address within the United Kingdom and have not given the Company an address for notices within the United Kingdom);
- (b) Reporting Accountants or Auditor of the Company;
- (c) all members of the Executive Board; and

60.2 No one else is entitled to receive notice of general meetings.

61. Alteration of the Articles

61.1 The Company may alter these Articles only by a special resolution passed at a general meeting or as a written resolution. A special resolution will be validly passed at a meeting of members if at least 14 clear days' notice has been given of the intention to pass a special resolution and at least 75% of those voting vote in favour of the resolution. Such a resolution may be passed on shorter notice if 90% of members having the right to vote agree.

61.2 No alteration may be made to an Article which amends the Objects, or which directs the application of property on dissolution, or which authorises any benefit for members of the Executive Board, without the Charity Commission's prior written approval where that is required by law.

62. Standing Orders

62.1 The members in general meeting may adopt standing orders to expand or clarify any issues arising under these articles or to govern any other matters.

63. Dissolution of the Company

63.1 The Executive Board or a general meeting may decide at any time to dissolve the Company. The Company shall then call a meeting of all members and those entitled to notice of general meetings.

63.2 Any surplus must be used in accordance with the provisions of the Memorandum of Association.