

The Companies Act 2006

**Community Interest Company Limited by Guarantee**

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**Articles of Association**

**of**

**National Equine Welfare Council C.I.C.**

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# **The Companies Act 2006**

## **Community Interest Company Limited by Guarantee**

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## **The Companies Act 2006**

### **Articles of Association**

**of**

National Equine Welfare Council C I.C.

### **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.

### **COMMUNITY AND INTEREST COMPANY AND ASSET LOCK**

#### **2. Community Interest Company**

The Company is to be a community interest company.

#### **3. Asset Lock**

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

3.2.1 the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and

3.2.2 the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

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

3.4 If:

3.4.1 the Company is wound up under the Insolvency Act 1986; and

3.4.2 all its liabilities have been satisfied

any residual assets shall be given or transferred to the asset-locked body specified in Article 3.5 below.

3.5 For the purposes of this Article 3, the following asset-locked body is specified as a potential recipient of the Company's assets under Articles 3.2 and 3.4:

Name: The British Horse Society

Charity Registration Number (if applicable) 210504

Company Registration Number (if applicable): 00444742

#### **4. Not for profit**

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

### **OBJECTS, POWERS AND LIMITATION OF LIABILITY**

#### **5. Objects**

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation):

- 5.1 To raise levels of awareness and relevant knowledge in relation to welfare concerns affecting Horses among the Company's Members and Associates, all owners, keepers, riders and drivers of Horses, and all those individuals or organisations who work with Horses, conduct business, sporting, charitable or humanitarian operations which relate to or impact upon Horses or who come into contact with them in the course of their work or activities (together, the "**Equine Community**");
- 5.2 To advocate, protect and improve Equine welfare, helping to advance the objective that all Horses should have a "Good Life" (as defined in the Standards Guidance issued or adopted by the Company from time to time) including (without limitation) by the following means:
  - 5.2.1 by providing support by way of information and advice to all who are seeking to advance and improve Equine welfare standards;
  - 5.2.2 by communicating best practices in Equine welfare and working towards their adoption among the Equine Community as a whole;
  - 5.2.3 by taking all appropriate steps to promote best practices in Equine rescue, rehabilitation and rehoming activities;
  - 5.2.4 by providing active assistance in coordinating a partnership working response to large Equine rescues among all agencies, organisations and individuals involved.
- 5.3 To act as the overarching membership body for Equine charities, public benefit and/or voluntary organisations involved with Horses and those other members of the Equine Community who qualify for Membership or Associate status in or in relation to the Company in accordance with these Articles, and in so doing:
  - 5.3.1 provide assurance to the public that good practice in Equine welfare is the priority of Members and Associates of the Company through regular Accreditation processes; and
  - 5.3.2 provide a platform for Members and Associates of the Company to collaborate, debate, and communicate best practices in Equine welfare to both Members and Associates of the Company and the wider Equine Community;
- 5.4 work to present a unified voice for the Equine Community to advise and inform

government, statutory and other bodies, and the general public on Equine welfare issues.

## **6. Powers**

To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular but without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

## **7. Liability of Members**

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 is a Member or within one year after he ceases to be a Member, for

- 7.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- 7.2 payment of the costs, charges and expenses of winding up; and
- 7.3 adjustment of the rights of the contributories among themselves.

## **DIRECTORS**

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

## **8. Directors' general authority**

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

## **9. Members' reserve power**

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

## **10. Chair and Vice Chair**

- 10.1 The Directors may appoint one of their number who is a Member Director to be the chair of the Directors ("Chair") for such term of office as they determine and may at any time remove him from office.
- 10.2 The Directors may appoint one of their number to be the vice chair of the Directors for such term of office as they determine and may at any time remove him from office.

## **11. Directors may delegate**

- 11.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
  - 11 1.1 to such person or committee;
  - 11 1.2 by such means (including by power of attorney);

- 11.1.3 to such an extent;
  - 11.1.4 in relation to such matters or territories; and
  - 11.1.5 on such terms and conditions
- as they think fit
- 11.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 11.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 12. Committees**
- 12.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 12.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.
- 12.3 The Directors may co-opt to any committees to which they delegate any of their powers in accordance with this Article any persons (not being Directors) they consider suitable to assist in the deliberations of such a committee but such co-opted persons shall not have the right to vote on any resolutions that may be proposed within the said committee and shall not be Directors or operate any of the powers of the Directors.

## **DECISION-MAKING BY DIRECTORS**

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

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 19.

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

- 14.1 Two Directors (of which at least one must be a Member Director) may (and the Secretary, if any, at the request of two Directors (of which at least one must be a Member Director) must) call a Directors' meeting.
- 14.2 A Directors' meeting must be called by at least seven Clear Days' notice unless:
- 14.2.1 all the Directors agree; or
  - 14.2.2 urgent circumstances require shorter notice.
- 14.3 Notice of Directors' meetings must be given to each Director.
- 14.4 Every notice calling a Directors' meeting must specify:
- 14.4.1 the place, day and time of the meeting; and
  - 14.4.2 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with

each other during the meeting.

14.5 Notice of Directors' meetings need not be in Writing.

14.6 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

## **15. Participation in Directors' meetings**

15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

15.1.1 the meeting has been called and takes place in accordance with the Articles; and

15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

15.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

15.4 No Director shall have the right to appoint any alternate director or to delegate or appoint any person to represent him at any Directors' meeting for any purpose.

15.5 The Directors shall have the right by resolution of the Directors to invite to attend any meeting of the Directors any persons (not being Directors) they consider suitable to assist in the deliberations of the Directors for such meeting or meetings as they see fit, but such co-opted persons shall not have the right to vote on any resolutions that may be proposed within any such meeting of the Directors and shall not be Directors or operate any of the powers of the Directors.

## **16. Quorum for Directors' meetings**

16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

16.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is three Directors of which not fewer than two must be Member Directors.

16.3 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:

16.3.1 to appoint further Directors; or

16.3.2 to call a general meeting so as to enable the Members to appoint further Directors.

## **17. Chairing of Directors' meetings**

The Chair, if any, or, in his absence, another Director who is a Member Director and who is



nominated by the Directors present shall preside as chair of each Directors' meeting.

## **18. Decision making at a meeting**

18.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.

18.2 In all proceedings of Directors each Director must not have more than one vote.

18.3 In case of an equality of votes, the Chair shall have a second or casting vote.

## **19. Decisions without a meeting**

19.1 The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

19.2 A decision which is made in accordance with Article 19.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

19.2.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;

19.2.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 19.2;

19.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

19.2.4 the Recipient must prepare a minute of the decision in accordance with Article 52.

## **20. Conflicts of interest**

20.1. Whenever a Director finds himself in a situation that is reasonably likely to give rise to a Conflict of Interest, he must declare his interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.

20.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.

20.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 19 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 21, he must:

20.3.1 remain only for such part of the meeting as in the view of the other Directors is

necessary to inform the debate;

20.3.2 not be counted in the quorum for that part of the meeting; and

20.3.3 withdraw during the vote and have no vote on the matter.

20.4 When a Director has a Conflict of Interest which he has declared to the Directors, he shall not be in breach of his duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him.

## **21. Directors' power to authorise a conflict of interest**

21.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

21.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 20.3;

21.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;

21.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation.

21.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 21.1 then, even if he has been authorised to remain at the meeting by the other Directors, the Director may absent himself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.

21.3 A Director shall not be accountable to the Company for any benefit which he derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 21.1 (subject to any limits or conditions to which such approval was subject).

## **22. Register of Directors' interests**

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

### **23. Methods of appointing directors**

23.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.

- 23.2 Any person who is qualified to act as a Director in accordance with the terms of these Articles, is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
- 23.2.1 by ordinary resolution; or
- 23.2.2 by a decision of the Directors,
- and at every annual general meeting any Director who has been appointed by the Directors since the last annual general meeting shall retire from office but may offer himself for reappointment in accordance with Article 23.3.
- 23.3 Subject to this Article 23, each Director (including any Chair, vice chair, Member Director or Associate Director) appointed at or after the annual general meeting held in 2015 shall retire from office in accordance with the provisions of Article 23.2 (wherever the same is applicable) or (where Article 23.2 is not applicable) at the third annual general meeting following the commencement of his term of office as a Director, and in either case shall be eligible for reappointment for a further term of office of three years from the date of that annual general meeting to the date of the annual general meeting taking place three calendar years thereafter; and at the expiry of that three year term of office (or any subsequent such three year term of office) shall be eligible for reappointment in the same way for a further such term of three years at the annual general meeting at which such term expires to the annual general meeting taking place three calendar years thereafter. There shall be no limitation on the number of such terms of office that may be served by any Director.
- 23.4 Any Associate Director who has served as a Director prior to the date of the annual general meeting held in 2015 shall retire from office at that annual general meeting and shall be eligible for reappointment for a further term of office of three years from the date of that annual general meeting to the date of the annual general meeting taking place three calendar years thereafter; and at the expiry of that three year term of office (or any subsequent such three year term of office) shall be eligible for reappointment in the same way for a further such term of three years at the annual general meeting at which such term expires to the annual general meeting taking place three calendar years thereafter. There shall be no limitation on the number of such terms of office that may be served by any such Director.
- 23.5 Any Member Director who has served as a Director prior to the date of the annual general meeting held in 2015 shall retire from office at the annual general meeting taking place in 2016 and shall be eligible for reappointment for a further term of office of three years from the date of that annual general meeting to the date of the annual general meeting taking place three calendar years thereafter; and at the expiry of that three year term of office (or any subsequent three year term of office) shall be eligible for reappointment in the same way for a further such term of three years at the annual general meeting at which such term expires to the annual general meeting taking place three calendar years thereafter. There shall be no limitation on the number of such terms

of office that may be served by any such Director.

- 23.6 Until otherwise determined by a General Meeting, the number of Directors shall not be fewer than five and not more than eight Directors. Subject to the foregoing, the Directors shall have the power to determine the numbers of Directors from time to time provided that there are at all times not fewer than three Member Directors and not more than two Associate Directors.
- 23.7 No person may be a Director unless:
- 23.7.1 he is a natural person aged over 18 (eighteen) years; and
  - 23.7.2 he and any Member Organisation or Associate of which he is an Official Representative or representative (as the case may be) has been approved in all respects by the Directors as being suitable to act as (or, as the case may be, provide) a Director; and
  - 23.7.3 he is either:
    - 23.7.3.1 a Member;
    - 23.7.3.2 the Official Representative of a Member Organisation;
    - 23.7.3.3 an Associate; or
    - 23.7.3.4 the representative of an Associate duly authorised to act in such capacity by the Associate in question in accordance with its constitution.
- 23.8 A Director who is qualified to be a Director pursuant to the terms of clause 23.7.3.1 or 23.7.3.2 shall be a Member Director and a Director who is qualified to be a Director pursuant to the terms of clause 23.7.3.3 or 23.7.3.4 shall be an Associate Director.
- 23.9 In any case where, as a result of death, the Company has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a Member.
- 23.10 For the purposes of Article 23.9, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

## **24. Termination of Director's appointment**

A person ceases to be a Director as soon as:

- 24.1 that person ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited from being a Director by law;
- 24.2 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 24.3 a composition is made with that person's creditors generally in satisfaction of that

person's debts;

- 24.4 the Directors reasonably believe he is suffering from mental disorder and incapable of acting and they resolve that he be removed from office;
- 24.5 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect);
- 24.6 where the Director is a Member Director being the Official Representative of a Member, that Member ceases to be a Member for any reason;
- 24.7 where the Director is an Associate Director being the representative of an Associate, that Associate ceases to be an Associate for any reason;
- 24.8 where the Director became a Director as a Member Director being the Official Representative of a Member, that Director thereafter ceases to be the Official Representative of that Member for any reason;
- 24.9 where the Director became a Director as an Associate Director being the representative of an Associate, that Director thereafter ceases to be the representative of that Associate for any reason;
- 24.10 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason;
- 24.11 the Directors resolve that the Director has failed and/or is failing properly to discharge the duties required of that Director in relation to the Company and that the Director should consequently be removed from office; or
- 24.12 at a general meeting of the Company, a resolution is passed that the Director be removed from office, provided the meeting has invited the views of the Director concerned and considered the matter in the light of such views.

## **25. Directors' remuneration**

- 25.1 Directors may undertake any services for the Company that the Directors decide.
- 25.2 Directors are entitled to such remuneration as the Directors determine:
  - 25.2.1 for their services to the Company as Directors; and
  - 25.2.2 for any other service which they undertake for the Company.
- 25.3 Subject to the Articles, a Director's remuneration may:
  - 25.3.1 take any form; and
  - 25.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 25.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

- 25.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

## **26. Directors' expenses**

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- 26.1 meetings of Directors or committees of Directors;
- 26.2 general meetings;
- 26.3 separate meetings of any class of Members or of the holders of any debentures of the company; or
- 26.4 or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **27. President and Vice-Presidents**

The Directors may appoint and remove any individual as President of the Company on such terms as they shall think fit. The Directors may further appoint and remove any individual(s) as Vice-President of the Company on such terms as they shall think fit. The President and/or any Vice-President shall have such functions and obligations in respect of the Company as the Directors may stipulate and agree with them and shall have the right to be given notice of, to attend and speak (but not vote) at:

- 27.1 any Directors' Meeting; and
- 27.2 (if not a Member and therefore entitled to attend such meeting in that capacity in any event) any general meeting of the Company,

and shall also have the right to receive accounts of the Company when available to Members.

## **MEMBERS**

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

#### **28. Becoming a Member**

- 28.1. The subscribers to the Memorandum are the first Members of the Company.
- 28.2 Such other persons as are admitted to Membership in accordance with the Articles shall be Members of the Company.
- 28.3 The Directors shall have the power to make rules or regulations from time to time (and/or to adopt a form of contract between each Member and the Company incorporating the same) to regulate the relationship between the Member and the Company and the conduct of the Members, the fees or subscriptions payable by the Members to the Company in relation to their Membership, the rights and benefits associated with their status as Members and to supplement these Articles, subject to and in accordance with

these Articles.

- 28.4 The Directors shall have the power to alter such rules or regulations as are referred to at Article 28.3 as they see fit from time to time.
- 28.5 No person shall be admitted a Member of the Company unless he is considered by the Directors to have satisfied the terms of Article 29 and is approved by the Directors.
- 28.6 Every person who wishes to become a Member shall deliver to the Company an application for Membership in such form (and containing such information) as the Directors require and executed by him.
- 28.7 Each Member shall
  - 28.7.1 abide by such rules and regulations as are referred to at Article 28.3 and such Standards Guidance documentation as the Directors may promulgate from time to time; and
  - 28.7.2 pay such fees and subscriptions as the Directors may impose from time to time.

## **29. Qualification for Membership**

- 29.1 Only those persons or organisations who qualify for Membership in accordance with the terms of this Article 29 shall be admitted as Members.
- 29.2 The Directors may admit to Membership only organisations or natural persons acting as Official Representatives of organisations which in the opinion of the Directors are organisations having the status of a registered charity, a Community Interest Company in England and Wales, a formally constituted Further Education (FE) or Higher Education (HE) establishment, or a status which the Directors are satisfied amounts to equivalent status in any other jurisdiction, and either:
  - 29.2.1 being an organisation having an active involvement in the keeping of Horses at facilities in the United Kingdom only and:
    - 29.2.1.1 which has passed a full Accreditation of the facilities operated by it relating to the keeping of Horses made by or on behalf of the Directors in accordance with the Standards Guidance for the same adopted by the Company from time to time;
    - 29.2.1.2 which has not at any time following the Accreditation referred to at Article 29.2.1.1 failed to comply with any process for the renewal or review of the said Accreditation laid down by the Directors from time to time and/or any subsequent Accreditation, follow-up inspection or investigation made by or on behalf of the Directors of or in relation to the facilities operated by it relating to the keeping of Horses in accordance with the Standards Guidance for the same adopted by the Company from time to time (such Accreditations, renewals or reviews, inspections or investigations being at the discretion of the Directors from time to time) to such extent or in

such manner that in the opinion of the Directors the said organisation does not represent a fit and proper organisation to be a Member; and

- 29.2.1.3 which has not had any earlier Membership of the Company terminated by the Company pursuant to Article 30.2.3 in the period of one calendar year ending with the date on which its application for Membership is delivered;

Or

29.2.2 having an active involvement in the keeping of Horses in any place outside the United Kingdom and

- 29.2.2.1 which has satisfied the Directors by any means the Directors may nominate that it complies in respect of the same with such standards as the Directors consider appropriate to the circumstances and the locality;

- 29.2.2.2 which has not at any time following the date on which it complied with the terms of Article 29.2.2.1 failed to satisfy the Directors on any enquiry the Directors may make at any time at their discretion in relation to the same of its continued compliance with such standards as the Directors consider appropriate to the circumstances and the locality; and

- 29.2.2.3 which has not had any earlier Membership of the Company terminated by the Company pursuant to Article 30.2.3 in the period of one calendar year ending with the date on which its application for Membership is delivered;

Or

29.2.3 not having an active involvement in the keeping of Horses but having the welfare of Horses as one of its principal objects and being an organisation that in the opinion of the Directors is a fit and proper organisation to be a Member;

where (in any case) the organisation in question has provided such information and warranties and agreed by signature of the application referred to at Article 28.6 to abide by such rules and regulations in relation to the Company as the Directors may stipulate from time to time and has paid such fees and subscriptions in respect of the same as may be required from time to time.

29.3 The Company shall be entitled to make such charges as it may see fit in relation to any Accreditation, renewal or review of Accreditation, follow-up inspection, investigation or enquiry or any other process in which the Company may engage to enable the Directors to satisfy themselves as to the qualification of any person or organisation to be admitted to Membership of the Company or to remain a Member of the Company, and such charges will be payable by



the person, organisation or Member in question upon demand by the Company as if the same were fees or subscriptions imposed in accordance with Article 28.7.

### **30. Termination of Membership**

30.1 Membership is not transferable to anyone else.

30.2 Membership is terminated:

30.2.1 if the Member dies or ceases to exist;

30.2.2 if the Member has failed to pay any fees or subscriptions (including, without limitation, any charges payable in accordance with Article 29.3) payable by it upon demand by the Company;

30.2.3 otherwise in accordance with the Articles;

30.2.4 where 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:

30.2.3.1 the Member or any Member Organisation of which the Member is an Official Representative is in breach of any rules, regulations or Standards Guidance applicable to it;

30.2.3.2 the Member or any Member Organisation of which the Member is an Official Representative has acted in a manner which is materially inconsistent with the objects of the Company;

30.2.3.3 the Member or any Member Organisation of which the Member is an Official Representative is in breach of any contract between the Member and the Company;

30.2.3.3 the Member or any Member Organisation of which the Member is an Official Representative ceases at any time or for any reason to comply in the opinion of the Directors with all the criteria set out in Article 29.2 applicable to it or by virtue of which it was admitted to Membership;

30.2.3.4 the Member's continued Membership is harmful to or is likely to become harmful to the interests of the Company;

Provided that such a resolution may not be passed unless the Member in question 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 will nevertheless remain liable to pay to the Company any subscription, fee or other sum owed by him.

### **31. Associates**

31.1 The Directors shall have the power to make regulations from time to time providing for

such persons and/or organisations as may be specified in such regulations or may qualify in accordance with the provisions of the same to apply to become Associates of the Company at such levels and with such titles or designations (and in consideration of payment of such fees and subscriptions and observation of such duties) as may be set out in such regulations. Such a person or organisation (irrespective of the title or designation accorded to them) when admitted as an Associate shall not be a Member of the Company or enjoy any rights of a Member of the Company, but shall have the status of an Associate, have such relationship with the Company, enjoy such rights and benefits associated with their status as an Associate, observe and maintain such obligations in respect of the Company and be subject to loss of status as an Associate in such circumstances, as in each case are set out in such regulations from time to time; and such a person shall be referred to in these Articles as an Associate.

- 31.2 The Directors shall have the power to alter such regulations as are referred to at Article 31.1 as they see fit from time to time.

## **ORGANISATION OF GENERAL MEETINGS**

### **32. General meetings**

- 32.1 The Company must hold an annual general meeting once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Directors think fit in accordance with the terms of these Articles and the Companies Acts .
- 32.2 The Directors may call a general meeting at any time.
- 32.3 The Directors must call a general meeting if required to do so by the Members under the Companies Acts.

### **33. Length of notice**

All general meetings must be called by either:

- 33.1 at least 28 Clear Days' notice; or
- 33.2 shorter notice if it is so agreed by a majority 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.

### **34. Contents of notice**

- 34.1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.
- 34.2 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.
- 34.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the Member of his rights to appoint another person

as his proxy at a general meeting.

### **35. Service of notice**

Notice of general meetings must be given to every Member, to the Directors and to the auditors of the Company.

### **36. Attendance and speaking at general meetings**

- 36.1 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.
- 36.2 A person is able to exercise the right to vote at a general meeting when:
  - 36.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - 36.2.2 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.
- 36.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 36.4 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.
- 36.5 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.

### **37. Quorum for general meetings**

- 37.1 No business (other than the appointment of the chair of the meeting) may be transacted at any general meeting unless a quorum is present.
- 37.2 Two persons entitled to vote on the business to be transacted (each being a Member, a proxy for a Member or a duly Authorised Representative of a Member), or 10% of the total Membership (represented in person or by proxy), whichever is greater, shall be a quorum.
- 37.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such 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.

### **38. Chairing general meetings**

- 38.1 The Chair (if any) or in his absence some other Director nominated by the Directors will preside as chair of every general meeting

- 38.2 If neither the Chair nor such other Director nominated in accordance with Article 38.1 (if any) 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 shall be chair of the meeting.
- 38.3 If no Director is willing to act as chair of the meeting, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present in person or by proxy and entitled to vote must choose one of their number to be chair of the meeting, save that a proxy holder who is not a Member entitled to vote shall not be entitled to be appointed chair of the meeting.

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

- 39.1 A Director may, even if not a Member, attend and speak at any general meeting.
- 39.2 The chair of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

### **40. Adjournment**

- 40.1 The chair of the meeting may adjourn a general meeting at which a quorum is present, if:
- 40.1.1 the meeting consents to an adjournment; or
  - 40.1.2 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.
- 40.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 40.3 When adjourning a general meeting, the chair of the meeting must:
- 40.3.1 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
  - 40.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 40.4 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 seven Clear Days' notice of it:
- 40.4.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
  - 40.4.2 containing the same information which such notice is required to contain.
- 40.5 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**

### **41. Voting: general**

- 41.1 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.
- 41.2 A person who is not a Member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- 41.3 Article 41 shall not prevent a person who is a proxy for a Member or a duly Authorised Representative from voting at a general meeting of the Company.

### **42. Votes**

- 42.1 On a vote on a resolution on a Show of Hands at a meeting every person present in person (whether a Member, proxy or Authorised Representative of a Member) and entitled to vote shall have a maximum of one vote.
- 42.2 On a vote on a resolution on a poll at a meeting every Member present in person or by proxy or Authorised Representative shall have one vote.
- 42.3 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 may have.
- 42.4 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.
- 42.5 The following provisions apply to any organisation that is a Member Organisation");
  - 42.5.1 a Member Organisation may nominate any individual to act as its representative ("an Authorised Representative") at any meeting of the Company;
  - 42.5.2 the Member Organisation must give notice in Writing to the Company of the name of its Authorised Representative The Authorised Representative will not be entitled to represent the Member Organisation at any meeting of the Company unless such notice has been received by the Company The Authorised Representative may continue to represent the Member Organisation until notice in Writing is received by the Company to the contrary;
  - 42.5.3 a Member Organisation may appoint an Authorised Representative to represent it at a particular meeting of the Company or at all meetings of the Company until notice in Writing to the contrary is received by the Company;

- 42.5.4 any notice in Writing received by the Company shall be conclusive evidence of the Authorised Representative's authority to represent the Member Organisation or that his authority has been revoked The Company shall not be required to consider whether the Authorised Representative has been properly appointed by the Member Organisation;
- 42.5.5 an individual appointed by a Member Organisation to act as its Authorised Representative is entitled to exercise (on behalf of the Member Organisation) the same powers as the Member Organisation could exercise if it were an individual Member;
- 42.5.6 on a vote on a resolution at a meeting of the Company, the Authorised Representative has the same voting rights as the Member Organisation would be entitled to if it was an individual Member present in person at the meeting; and
- 42.5.7 the power to appoint an Authorised Representative under this Article 42 is without prejudice to any rights which the Member Organisation has under the Companies Acts and the Articles to appoint a proxy or a corporate representative.

### **43. Poll votes**

43.1 A poll on a resolution may be demanded:

- 43.1.1 in advance of the general meeting where it is to be put to the vote; or
- 43.1.2 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.

43.2 A poll may be demanded by:

- 43.2.1 the chair of the meeting;
- 43.2.2 the Directors;
- 43.2.3 two or more persons having the right to vote on the resolution;
- 43.2.4 any person, who, by virtue of being appointed proxy for one or more Members having the right to vote at the meeting, holds two or more votes; or
- 43.2.5 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.

43.3 A demand for a poll may be withdrawn if:

- 43.3.1 the poll has not yet been taken; and
- 43.3.2 the chair of the meeting consents to the withdrawal.

43.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

#### **44. Errors and disputes**

44.1 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.

44.2 Any such objection must be referred to the chair of the meeting whose decision is final.

#### **45. Content of proxy notices**

45.1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:

45.1.1 states the name and address of the Member appointing the proxy;

45.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

45.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and

45.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

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

45.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

45.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

45.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

45.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

#### **46. Delivery of proxy notices**

46.1 A person who is entitled to attend, speak or vote (either on a Show of Hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.

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

46.3 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

## **47. Amendments to resolutions**

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

## **WRITTEN RESOLUTIONS**

### **48. Written resolutions**

- 48.1 Subject to Article 48.3, a written resolution of the Company passed in accordance with this Article 48 shall have effect as if passed by the Company in general meeting as follows:
- 48.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible Members;
  - 48.1.2 A written resolution is passed as a special resolution if it is passed by Members representing not less than 75% of the total voting rights of eligible Members.
- A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 48.2 In relation to a resolution proposed as a written resolution of the Company the eligible Members are the Members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 48.3 A Members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his term of office may not be passed as a written resolution.



- 48.4 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 48.5 Communications in relation to written resolutions shall be sent to the Company's auditors in accordance with the Companies Acts.
- 48.6 A Member signifies their agreement to a proposed written resolution when the Company receives from him an authenticated Document identifying the resolution to which it relates and indicating his agreement to the resolution in accordance with the following:
- 48.6.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the Member's signature;
- 48.6.2 If the Document is sent to the Company by Electronic Means, it is authenticated if it is accompanied by a statement of the identity of the Member and the Company has no reason to doubt the truth of that statement or if it is from an email Address notified by the Member to the Company for the purposes of receiving Documents or information by Electronic Means.
- 48.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
- 48.8 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **49. Secretary**

- 49 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:
- 49.1.1 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
- 49.1.2 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.

### **50. Means of communication to be used**

- 50.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act

to be sent or supplied by or to the Company.

- 50.2 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.
- 50.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.

## **51. 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 nonreceipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

## **52. Minutes**

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

- 52.1.1 of all appointments of officers made by the Directors;
- 52.1.2 of all resolutions of the Company and of the Directors; and
- 52.1.3 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.

- 52.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

## **53. Records and accounts**

- 53.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

- 53.1.1 annual reports;
- 53.1.2 annual returns; and
- 53.1.3 annual statements of account.

## **54. Indemnity**

54.1 Subject to Article 54.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

- 54.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
- 54.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
- 54.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.

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

54.3 In this Article:

- 54.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 54.3.2 a "relevant Director" means any Director or former Director of the Company or an associated company.

## **55. Insurance**

55.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

55.2 In this Article:

- 55.2.1 a "relevant Director" means any Director or former Director of the Company or an associated company;
- 55.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- 55.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## **56. Exclusion of model articles**

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

## SCHEDULE

### INTERPRETATION

#### Defined terms

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

Term	Meaning
1.1 "Accreditation"	Such process of verification of the compliance by any person applying to be a Member with any rules, regulations and Standards Guidance of the Company in relation to the keeping of Equines and other matters as the Directors may require from time to time, having such elements, processes, criteria and requirements for information and documentary and other proof as the Directors may stipulate from time to time.
1.2 "Address"	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means,
1.3 "Articles"	the Company's articles of association,
1.4 "Associate"	has the meaning set out at Article 31
1.5 "Associate Director"	has the meaning set out at Article 23.8
1.6 "Authorised representative"	means any individual nominated by a Member Organisation to act as its representative at any meeting of the Company in accordance with Article 42
1.7 "asset-locked body"	means (1) a community interest company, a charity or a Permitted Industrial and Provident Society; or (11) a body established outside the United Kingdom that is equivalent to any of those
1.8 "bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
1.9 "Chair"	has the meaning given in Article 10
1.10 "chairman of the meeting"	has the meaning given in Article 38
1.11 "Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts

1.12 "Clear Days"		in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.13 "community"		is to be construed in accordance with accordance with Section 35(5) of the Company's (Audit) Investigations and Community Enterprise) Act 2004,
1.14 "Companies Acts"		means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.15 "Company"		National Equine Welfare Council C.I.C;
1.16 "Conflict of Interest"	of	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company;
1.17 "Director"		a director of the Company, and includes any person occupying the position of director, by whatever name called;
1.18 "Document"		includes, unless otherwise indicated, any Document sent or supplied in Electronic Form;
1.19 "Electronic Form" and "Electronic Means"		have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.20 "Equine"		Of or relating to Horses (as defined below)
1.21 "Equine Community"		has the meaning set out at Article 5.1
1.22 "Hard Copy Form"		has the meaning given to it in the Companies Act 2006
1.23 "Horse"		any horse, pony, donkey, mule or hybrid thereof and references to "Horses" shall be a reference to any or all of the same
1.24 "Member"		a member of the Company
1.25 "Member Director"		has the meaning set out at Article 23.8
1.26 "Member Organisation"		Any partnership, company, trust, charity or body corporate of any nature which is a Member
1.27 "Membership"		the status of being a Member

1.28 "Memorandum"	the Company's memorandum of association
1.29 "Official Representative"	In respect of any Member Organisation the person formally appointed in accordance with the constitution of that Member Organisation to represent that Member Organisation in its dealing with or in relation to the Company
1.30 "paid"	means paid or credited as paid,
1.31 "participate"	in relation to a Directors' meeting, has the meaning given in Article 15;
1.32 "Permitted Industrial Provident Society"	and an industrial and provident society which has a restriction on the use of its assets in accordance with Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006;
1.33 "Proxy Notice"	has the meaning given in Article 45,
1.34 "the Regulator"	means the Regulator of Community Interest Companies;
1.35 "Secretary"	the secretary of the Company (if any
1.36 "Show of Hands"	A method of voting where each Member present in person or by proxy is entitled to one vote, counted by the raising of hands or equivalent indication.
1.37 "specified"	means specified in the memorandum and articles of association of the Company
1.38 "Standards Guidance"	Those standards for best practice in relation to Equine welfare issued by the Directors from time to time (whether the same are referred to as a Code of Practice, Standards Guidance, standards or otherwise)
1.39 "subsidiary"	has the meaning given in section 1159 of the Companies Act 2006
1.40 "transfers"	includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property
1.41 "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 clause 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, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company
4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
5. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
6. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established