



*Registered company no: 00375216*

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

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**Articles of Association**

**of**

**Proprietary Association of Great Britain**

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**(adopted on 17 June 2010 and amended by way of  
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## The Companies Acts 1985 to 2006

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

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## **The Companies Acts 1985 to 2006**

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

### **Articles of Association of Proprietary Association of Great Britain**

#### **INTERPRETATION**

##### **1. Defined terms**

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

#### **OBJECTS AND POWERS**

##### **2. Objects**

The objects of the Association are:

- 2.1 to promote co-operation between companies who manufacture and/or market branded non prescription medicines, self care medical devices, food supplements or registered herbal medicines in the United Kingdom (hereinafter called "the Industry");
- 2.2 to promote and protect the interests of those engaged in the Industry; and
- 2.3 to promote improvements in public health in the United Kingdom.

##### **3. Powers**

- 3.1 To further its objects the Association may do any of the following, so long as they are compliant with applicable competition law:
  - 3.1.1 formulate, and promote self regulatory codes of practice which promote the development of accurate, responsible and meaningful information about products within the scope of membership;
  - 3.1.2 provide advice on advertising and labelling of branded non prescription medicines, self care medical devices, food supplements and registered herbal medicines, and the regulatory environment in which the Industry operates, to enable consumers to have the widest possible range of products to support them in managing their health and well-being;
  - 3.1.3 advocate strongly for a positive social, regulatory, political and economic environment for the development of non prescription medicines, self care medical devices, food supplements and registered herbal medicines in the United Kingdom through engagement with government and regulatory agencies at national, European and global levels as required;
  - 3.1.4 oppose the development of legislation or regulations in any part of the world which may injuriously affect the interest of persons, firms or companies engaged in the Industry;
  - 3.1.5 promote the reputation of the Industry and provide explanations of the regulatory environment in which the Industry operates and defend common ingredients shared by member companies on issues relating to safety

and efficacy;

- 3.1.6 represent the interests of its members, sharing information and facilitating knowledge transfer using a collective approach to maximise impact and effectiveness. This excludes agreements or undertakings which are contrary to competition law;
  - 3.1.7 co-operate with, or affiliate to any association, society, professional body or other body whose objects are altogether or in part similar to the objects of the Association;
- 3.2 The Association has the power to do all such things as are incidental or conducive to the furtherance of its 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.

#### **LIMITATION ON PRIVATE BENEFITS**

#### **4. Limitation on private benefits**

- 4.1 The income and property of the Association shall be applied solely towards the promotion of its objects.

##### **Permitted benefits to members**

- 4.2 Except as provided below no part of the income and property of the Association may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Association. This shall not prevent any reasonable and proper payment in good faith by the Association of:
  - 4.2.1 payments made to any member in its capacity as a beneficiary of the Association;
  - 4.2.2 remuneration to any member for any goods or services supplied to the Association;
  - 4.2.3 interest on money lent by any member to the Association; and
  - 4.2.4 rent for premises let by any member to the Association.

#### **LIMITATION OF LIABILITY, INDEMNITY AND WINDING UP**

#### **5. 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 Association in the event of its being wound up while it is a member or within one year after it ceases to be a member, for:

- 5.1 payment of the Association's debts and liabilities contracted before it ceases to be a member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

**6. Indemnity**

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

**DIRECTORS**

**DIRECTORS' POWERS AND RESPONSIBILITIES**

**7. Directors' general authority**

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

**8. Members' reserve power**

8.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

**9. Chair, Presidents, Vice Presidents and Honorary Treasurer**

9.1 The Directors may elect the Chair, the President of the Association and two Vice Presidents from their number for such term of office as they determine and may at any time remove him or her from that office.

9.2 The Directors may elect an Honorary Treasurer, who shall not be a Director, who shall serve for such term of office as set out in Standing Orders. The Directors may at any time remove the Honorary Treasurer from that office at their discretion.

**10. Directors may delegate**

10.1 Subject to the Articles and Standing Orders, the Directors may delegate any of their powers or functions to any committee.

10.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Association to any person or committee.

10.3 Any delegation by the Directors may be:

10.3.1 by such means;

10.3.2 to such an extent;

10.3.3 in relation to such matters or territories; and

10.3.4 on such terms and conditions;

as they think fit.

- 10.4 If the Directors so specify, any such delegation may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person to whom they are delegated.
- 10.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 10.6 The Directors may by power of attorney or otherwise, appoint any person to be the agent of the Association for such purposes and on such conditions as they determine.

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

- 11.1 In the case of delegation of the day to day management of the Association to a chief executive or other manager or managers:
  - 11.1.1 the delegated power shall be to manage the Association by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;
  - 11.1.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and
  - 11.1.3 any manager must report regularly to the Directors on the activities undertaken in managing the Association and provide them regularly with management accounts which are sufficient to explain the financial position of the Association.

## **DECISION-MAKING BY DIRECTORS**

### **12. Proceedings of the Directors**

- 12.1 The proceedings of the Directors shall be conducted in accordance with Standing Orders.

### **13. Conflicts of interest**

- 13.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.
- 13.2 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.
- 13.3 Whenever a Director has a Conflict of Interest either in relation to a matter to be discussed at a meeting or a decision to be made outside of a meeting either the Director must comply with Article 13.4 or authorisation must be given by the unconflicted Directors under Article 14.1.
- 13.4 If a Director with a Conflict of Interest is required to comply with Article 13.4 he or she must:

- 13.4.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
  - 13.4.2 not be counted in the quorum for that part of the meeting; and
  - 13.4.3 withdraw during the vote and have no vote on the matter.
- 13.5 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Association by withholding confidential information from the Association if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.
- 14. Directors' power to authorise a conflict of interest**
- 14.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:
- 14.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 13.4;
  - 14.1.2 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;
  - 14.1.3 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; and
- 14.2 If a matter, office, employment or position, has been authorised by the Directors in accordance with Article 14.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 14.3 A Director shall not be accountable to the Association for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 14.1 (subject to any limits or conditions to which such approval was subject).

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

### **15. Number of Directors**

There shall be at least five Directors, including the President and two Vice Presidents, but no more than 16 Directors.

### **16. Appointment of Directors and retirement of Directors**

- 16.1 Any authorised representative of a member in accordance with Article 21.4 who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
- 16.1.1 by ordinary resolution; or
  - 16.1.2 by a decision of the Directors.



16.2 At every annual general meeting the members may re-elect the current Directors (including the positions of President and two Vice Presidents) and any nominations received in accordance with Standing Orders adopted by the Directors from time to time, up to the maximum number of Directors in Article 15, and the members may also re-elect the Honorary Treasurer (not being a Director) or elect any nomination received in accordance with Standing Orders adopted by the Directors from time to time to fill that position.

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

A person ceases to be a Director as soon as:

- 17.1 that person ceases to be an authorised representative of a member;
- 17.2 that person ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 17.3 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 17.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 17.5 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 17.6 notification is received by the Association 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 five Directors will remain in office when such resignation has taken effect);
- 17.7 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason. For the avoidance of doubt the attendance of an alternate director will constitute attendance by the director who appointed the alternate director;
- 17.8 at a general meeting of the Association, 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;
- 17.9 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Director has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either, at the option of the Director being removed, being heard by or of making written representations to the Directors.

## 18. **Appointment and Removal of Alternate Directors**

- 18.1 Any Director (appointor) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:

18.1.1 exercise that Director's powers; and

18.1.2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.

18.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the Directors.

18.3 The notice must:

18.3.1 identify the proposed alternate; and

18.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

## 19. **Rights and Responsibilities of Alternate Directors**

19.1 An alternate Director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor.

19.2 Except as the Articles specify otherwise, alternate directors:

19.2.1 are deemed for all purposes to be Directors;

19.2.2 are liable for their own acts and omissions;

19.2.3 are subject to the same restrictions as their appointors; and

19.2.4 are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member.

19.3 A person who is an alternate director but not a Director:

19.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

19.3.2 may participate in a majority decision of the Directors (but only if his appointor is an eligible Director in relation to that decision, but does not participate); and

19.3.3 shall not be counted as more than one Director for the purposes of Articles 19.3.1 and 19.3.2.

19.4 A Director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.

19.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director.

## 20. **Termination of Alternate Directorship**

20.1 An alternate director's appointment as an alternate terminates:

20.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

20.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;

20.1.3 on the death of the alternate's appointor; or

20.1.4 when the alternate's appointor's appointment as a Director terminates

## **MEMBERS**

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

#### 21. **Becoming a member**

21.1 The members of the Association shall be those persons who are in the Association's register of members as at the adoption of these Articles and such other persons as are admitted to membership by the Directors in accordance with the Articles.

21.2 The Directors may only admit as members Organisations who manufacture and/or market branded non prescription medicines, self care medical devices, food supplements or registered herbal medicines in the United Kingdom, support the mission of the Association and agree to comply with the Association's Codes of Practice.

21.3 Subject to Article 21.1, no person may become a member of the Association unless:

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

21.3.2 they agree to abide by the Articles of Association, the Association's Codes of Practice, Standing Orders and any other constitutional documents that the Directors prescribe from time to time;

21.3.3 that person certifies in its application for membership that neither it nor its parent company nor any affiliated company is involved in the Tobacco Industry; and

21.3.4 the Directors have approved the application. The Directors may in their absolute discretion decline to accept any person as a member and need not give reasons for so doing.

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

- 21.4.1 a letter confirming the appointment of the representative on the letterhead of the Corporate Member signed by a duly authorised individual and submitted with evidence of the authority under which it was signed; or
- 21.4.2 such other form as the Directors may reasonably require.
- 21.5 A person authorised under Article 21.4 may exercise the same powers on behalf of the Corporate Member as the Corporate Member could exercise if it were an individual member.
- 21.6 An Organisation admitted to membership which is unincorporated shall be a member through the person of its authorised representative from time to time. Every such Organisation must notify the Association in writing of the name of its authorised representative and may, subject to the Directors' right to decline to accept any person as a member, replace such authorised representative at any time by giving notice to the Association. The membership rights may be exercised by the authorised representative or by the Organisation which he or she represents.
- 21.7 The Directors may levy subscriptions on members.

## 22. Termination of membership

- 22.1 Membership is not transferable.
- 22.2 A member shall cease to be a member:
  - 22.2.1 if it ceases to exist;
  - 22.2.2 if the member goes into liquidation other than for the purpose of a solvent reconstruction or amalgamation, has an administrator or a receiver or an administrative receiver appointed over all or part of its assets, or has an order made or a resolution passed for its winding up;
  - 22.2.3 on the expiry of at least one month's notice in writing given by the member to the Association of its intention to withdraw and at the time of giving such notice pays all subscriptions due;
  - 22.2.4 if any subscription or other sum payable by the member to the Association is not paid on the due date and remains unpaid at the end of the period of six calendar months beginning with the due date. The Directors may re-admit to membership any Organisation which ceases to be a member on this ground on it paying such reasonable sum as the Directors may determine;
  - 22.2.5 if, at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the member be expelled on the ground that its continued membership is harmful to or is likely to become harmful to the interests of the Association. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A member expelled by such a resolution shall nevertheless remain liable to pay to the Association any subscription or other sum owed by it;
  - 22.2.6 if, in the view of the Directors, the member has failed to comply with the Association's Codes of Practice; or

22.2.7 if the member or its parent company or any affiliated company becomes involved in the Tobacco Industry.

**23. Classes of membership**

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

**24. Associate members**

The Directors may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Directors shall make, provided that no such associate members shall be members of the Association for the purposes of the Articles or the Companies Acts.

### **ORGANISATION OF GENERAL MEETINGS**

**25. Annual general meetings**

The Association 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.

**26. Other general meetings**

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

26.2 The Directors must call a general meeting within 21 days of receiving a request to do so by members holding 5% of the total voting rights of all members having a right to vote at general meetings and such request:

26.2.1 must state the general nature of the business to be dealt with at the meeting; and

26.2.2 may include the text of a resolution that may properly be moved and is intended to be moved at the meeting.

26.3 A meeting called in pursuance of Article 26.2 must be held not more than 28 days after the date of the notice convening the meeting.

26.4 If the Directors fail to call a meeting pursuant to Article 26.2, the members who requested the Directors to call a general meeting or any of them representing more than one half of the total voting rights of those members who requested the meeting

may call a meeting themselves for a date not more than three months after submission of the request to the directors to call a meeting under Article 26.2.

**27. Calling and holding general meetings**

27.1 A general meeting shall be called and held in accordance with these Articles and the Standing Orders.

**28. Length of notice**

All general meetings must be called by either:

28.1 at least 14 Clear Days' notice or 21 Clear Days' notice in the case of annual general meetings; or

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

**VOTING AT GENERAL MEETINGS**

**29. Voting: general**

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.

**30. Votes**

30.1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a proxy or a duly authorised representative of a member) and entitled to vote shall have a maximum of one vote.

30.2 On a vote on a resolution on a poll at a meeting every member present (whether by proxy or via their duly authorised representative) and entitled to vote shall have one vote.

30.3 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 or she may have.

30.4 No member shall be entitled to vote at any general meeting unless all monies presently payable by it to the Association have been paid.

**31. Errors and disputes**

31.1 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.

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

**32. Amendments to resolutions**

32.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

32.1.1 notice of the proposed amendment is given to the Association 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

- 32.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 32.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - 32.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - 32.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 32.3 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**

#### **33. Written resolutions**

The members may pass a written resolution in accordance with the Standing Orders.

### **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

#### **34. Communications by the Association**

##### **Methods of communication**

- 34.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice) sent or supplied by the Association under the Articles or the Companies Acts may be sent or supplied:
  - 34.1.1 in Hard Copy Form;
  - 34.1.2 in Electronic Form; or
  - 34.1.3 by making it available on a website.
- 34.2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).
- 34.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Director may also be sent or supplied by the means which that Director has asked to be sent or supplied with such notices or Documents for the time being.

##### **Deemed delivery**

- 34.4 A member present via their authorised representative or by proxy at a meeting of the Association shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 34.5 Where any Document or information is sent or supplied by the Association to the members:

- 34.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays and Bank Holidays in England) after it was posted;
  - 34.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
  - 34.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
    - (a) when the material was first made available on the website; or
    - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 34.6 Subject to the Companies Acts, a Director or any other person may agree with the Association that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

### **Failed delivery**

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

### **Exceptions**

- 34.8 Copies of the Association's annual accounts and reports need not be sent to a person for whom the Association does not have a current Address.
- 34.9 Notices of general meetings need not be sent to a member who does not register an Address with the Association, or who registers only a postal address outside the United Kingdom, or to a member for whom the Association does not have a current Address.

## **35. Communications to the Association**



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

**36. Secretary**

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:

- 36.1 anything authorised or required to be given or sent to, or served on, the Association by being sent to its Secretary may be given or sent to, or served on, the Association itself, and if addressed to the Secretary shall be treated as addressed to the Association; and
- 36.2 anything else required or authorised to be done by or to the Secretary of the Association may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

**37. Irregularities**

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

**38. Minutes**

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

- 38.1.1 of all appointments of officers made by the Directors;
- 38.1.2 of all resolutions of the Association and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 38.1.3 of all proceedings at meetings of the Association 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 Association, be sufficient evidence of the proceedings.

38.2 Minutes made pursuant to Articles 38.1.2 and 38.1.3 must be kept for at least ten years from the date of the meeting, resolution or decision.

**39. Records and accounts**

39.1 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:

- 39.1.1 annual reports;
  - 39.1.2 annual returns; and
  - 39.1.3 annual statements of account.
- 39.2 Except as provided by law or authorised by the Directors or an ordinary resolution of the Association, no person is entitled to inspect any of the Association's accounting or other records or Documents merely by virtue of being a member.

**40. Regulations and Standing Orders**

The Directors may, from time to time, make, repeal or alter regulations and standing order as to the management of the Association and its affairs, the duties of any officers or employees of the Association, the conduct of business of the Directors or any committee and any of the matters or things within the powers or under the control of the Directors. Such regulations must not be inconsistent with the Companies Acts, the Articles or any rule of law.

**41. Seal**

The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, it shall be signed by a Director and by the Secretary (if any) or by a second Director.

**42. Exclusion of model articles**

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

**43. Winding up**

If any property remains after the Association has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Association, but must be given to some other institution or institutions with similar objects. The institution or institutions to benefit may be chosen by resolution of the members at or before the time of winding up or dissolution, and subject to any such resolution of the members may be chosen by resolution of the Directors at or before the time of winding up or dissolution.

**SCHEDULE**  
**INTERPRETATION**

**Defined terms**

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

	<b>Term</b>	<b>Meaning</b>
1.1	<b>“Address”</b>	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2	<b>“Articles”</b>	the Association’s articles of association;
1.3	<b>“Association”</b>	Proprietary Association of Great Britain;
1.4	<b>“Chair”</b>	has the meaning given in Article 9;
1.5	<b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6	<b>“Clear Days”</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.7	<b>“Codes of Practice”</b>	such codes of practice as the directors or the Company shall adopt from time to time;
1.8	<b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Association;
1.9	<b>“Conflict of Interest”</b>	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 Association;
1.10	<b>“Director”</b>	a director of the Association, and includes any person occupying the position of director, by whatever name called; and
1.11	<b>“Document”</b>	includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.12	<b>“Electronic Form” and “Electronic Means”</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.13	<b>“Financial Expert”</b>	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;

- 1.14 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.15 **“Organisations”** means incorporated entities, unincorporated trusts, partnerships or associations, and any other organisational structures, as the Directors may decide to admit to membership from time to time;
- 1.16 **“Secretary”** the secretary of the Association (if any);
- 1.17 **“self care medical device”** a medical device that is used by members of the public to prevent or treat those symptoms of conditions suitable for self treatment;
- 1.18 **“Standing Orders”** the Standing Orders adopted by the Directors in accordance with Article 40;
- 1.19 **“Subsidiary Company”** any company in which the Association holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- 1.20 **“Tobacco Industry”** the manufacture, wholesale distribution or importation of products entirely or partly made of leaf tobacco to be used for smoking, sucking, chewing or snuffing; and
- 1.21 **“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, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Association.
4. A reference to a person includes a natural person, a corporate or unincorporated body (whether or not having a separate legal personality).