

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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**Memorandum of Association**  
**of**  
**The Committee of Advertising Practice Limited**

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**Bates Wells & Braithwaite London LLP**  
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**204309/0007/000932454**

## **The Companies Act 2006**

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

#### **Memorandum of Association of The Committee of Advertising Practice Limited**

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

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*Name of each subscriber*

*Authentication by each subscriber*

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The Advertising Standards Board of Finance Limited (CRN: 01195756)

The Advertising Association (CRN: 00211587)

Guy Wheeler on behalf of the ATVOD Industry Forum

The Cinema Advertising Association Limited (CRN: 00515177)

The Direct Marketing Association (UK) Limited (CRN:02667995)

The Direct Selling Association Limited (CRN: 00851537)

Incorporated Society of British Advertisers Limited (CRN: 00068497)

The Institute of Practitioners in Advertising (CRN: 00221167)

The Institute of Promotional Marketing Ltd (CRN: 00975635)

Internet Advertising Bureau (CRN: 03650406)

Hamish MacLeod on behalf of the Mobile Broadband Group

Mobile Marketing Association, Inc. (CRN: FC028449)

The Newspaper Publishers Association Limited (CRN: 00089611)

Susan Oake on behalf of the Newspaper Society

Outdoor Media Centre Limited (CRN: 01642847)

Professional Publishers Association Ltd (CRN: 00132310)

Proprietary Association of Great Britain (CRN: 00375216)

Royal Mail Limited (CRN: 03087786)

Jim Chisholm on behalf of Scottish Newspaper Society

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Dated

28 November 2012

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## **The Companies Act 2006**

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

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## **The Companies Act 2006**

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

#### **Articles of Association of The Committee of Advertising Practice Limited**

### **INTERPRETATION**

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

The interpretation of the 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 Company are to:

- 2.1 assist the non-broadcast marketing self-regulatory system to operate in the public and the industry's interest;
- 2.2 prepare, amend, review, keep up-to-date and promulgate the Code;
- 2.3 provide and promote a pre-publication advice service ("Copy Advice") to marketers, agencies, media and others;
- 2.4 administer any mandatory pre-publication clearance requirement as shall from time to time be set up;
- 2.5 produce and disseminate general information including Ad Alerts and any similar compliance documentation to the industry to encourage adherence to the Code;
- 2.6 co-ordinate the action required by the Members of the Company to secure compliance with the Code; and
- 2.7 give advice, information and support to the ASA on all matters relating to self-regulation.

#### **3. Powers**

- 3.1 The Company may do all such lawful things as may further the Company's objects or which the Board considers to be incidental or conducive to the furtherance of the objects.

### **LIMITATION ON PRIVATE BENEFITS**

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

- 4.1 The Company is not established or conducted for private gain: any profits or assets shall be applied towards the promotion of its objects. Except as provided in this

Article 4, no part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Company.

***Permitted benefits to Members***

- 4.2 Article 4.1 shall not prevent any payment in good faith by the Company of:
- 4.2.1 reasonable and proper remuneration to any Member (not being a Director) for any goods or services supplied to the Company;
  - 4.2.2 interest at a reasonable and proper rate on money lent by any Member (not being a Director) to the Company;
  - 4.2.3 any reasonable and proper rent for premises let by any Member (not being a Director) to the Company; and
  - 4.2.4 any payments to a Member who is also a Director which are permitted in accordance with Article 4.4.

***Permitted benefits to Directors***

- 4.3 No Director may:
- 4.3.1 sell goods, services or any interest in land to the Company;
  - 4.3.2 be employed by, or receive any remuneration from, the Company; or
  - 4.3.3 receive any other financial benefit from the Company;
- unless the payment is permitted by Article 4.4.
- 4.4 A Director may receive the following payments or benefits:
- 4.4.1 a Director may be reimbursed by the Company for reasonable expenses properly incurred by him or her when acting on behalf of the Company;
  - 4.4.2 the Chairman and the Vice-Chairman (if any) may be paid reasonable and proper remuneration for any goods or services supplied to the Company on the instructions of the Board including the service of acting as Chairman or Vice-Chairman (as the case may be) and services performed under a contract of employment or contract for services with the Company;
  - 4.4.3 the Company may pay reasonable and proper premiums in respect of indemnity insurance; and
  - 4.4.4 a Director may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under this Article 4.4, Article 22 must be complied with by the relevant Director in relation to any decisions regarding the benefit.

- 4.5 For the purposes of this Article 4 the term ‘Director’ shall include Connected Persons.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **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 Company in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for:

- 5.1 payment of the Company’s debts and liabilities contracted before he or she 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 or any other Officer may otherwise be entitled, every Director and any other Officer of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts.

## **BOARD OF DIRECTORS**

### ***APPOINTMENT AND RETIREMENT OF THE DIRECTORS***

### **7. Composition of the Board**

- 7.1 Those persons notified to the Registrar of Companies as the first directors of the Company shall be the first Directors.
- 7.2 Subject to Article 7.1 the Board of Directors shall comprise:
  - 7.2.1 those Directors appointed by Voting Members under Article 8.2; and
  - 7.2.2 the Chairman and the Vice-Chairman (if any) from time to time appointed by Asbof under Article 8.4.
- 7.3 No person may be appointed as a Director:
  - 7.3.1 unless he or she has reached the age of 18 years; or
  - 7.3.2 if he or she would be disqualified from acting under the provisions in Article 12.

### **8. Appointment of Directors**

- 8.1 Subject to the Articles, each Director appointed under this Article 8 shall be entitled:

- 8.1.1 to receive notice of all Board meetings and of all meetings of committees, panels, working groups and steering groups of which he or she is a member;
- 8.1.2 to attend, speak and vote at any such meeting; and
- 8.1.3 generally to perform all the functions of a company director;

but it shall not be necessary to give notice of any such meeting to a Director who is absent from the United Kingdom and, where the Company has suspended a Voting Members' right to vote pursuant to Article 24.1, the right to vote of a Director appointed by that Voting Member shall also automatically be suspended until the Voting Member's right to vote has been reinstated.

- 8.2 Every Voting Member shall by giving notice in Writing to the Company appoint one individual to be a Director and may also appoint up to two individuals to be alternate Directors. A Voting Member shall be able to remove and replace the Director or alternate Directors it appoints under this Article 8.2 by giving notice in Writing to the Company.
- 8.3 If a Voting Member appoints one alternate director, the alternate director shall be the primary alternate director ("First Alternate Director"). If a Voting Member appoints two alternate directors at the same time, or if it appoints a further alternate director without removing the First Alternate Director, its notice in writing to the Company under clause 8.2 shall specify which of the alternate Directors is to be the First Alternate Director and which is to be the secondary alternate Director ("Second Alternate Director").
- 8.4 Asbof shall appoint an individual as a Director to serve as the chairman of the Board ("Chairman") and may appoint another individual as a Director to serve as the vice-chairman of the Board ("Vice-Chairman") and Asbof may remove the Chairman and/or Vice-Chairman (if any) from office as Chairman or Vice-Chairman (as the case may be) and Director and replace him or her by giving notice in Writing to the Company. The Chairman or, in his or her absence, the Vice-Chairman (if any) (or in both their absence any other Director appointed for the purpose by the Directors present) shall preside as chair of Board meetings and general meetings.

## **9. Alternate Directors**

- 9.1 Subject to the Articles, each alternate Director shall be entitled:
  - 9.1.1 to receive notice of all Board meetings and of all meetings of committees, panels, working groups and steering groups of which his or her corresponding Director is a member;
  - 9.1.2 to attend and speak at any such meeting;
  - 9.1.3 to vote at any such meeting, provided that the First Alternate Director may only cast a vote if his or her corresponding Director is not personally present, and the Second Alternate Director may only cast a vote if neither his or her corresponding Director nor his or her corresponding First Alternate Director are not personally present; and

- 9.1.4 subject to Articles 9.1.2 and 9.1.3, generally to perform all the functions of his or her corresponding Director in his or her absence, provided that the Second Alternate Director shall only be entitled to perform the functions of his or her corresponding Director in the absence of the First Alternate Director;

as if he or she were a Director but no alternate Director shall be entitled to receive any remuneration from the Company for his or her services as an alternate Director and it shall not be necessary to give notice of any such meeting to an alternate Director who is absent from the United Kingdom.

- 9.2 Save as otherwise provided in the Articles, an alternate Director shall be deemed for all purposes to be a Director and he or she alone shall be responsible for his or her own acts and defaults and shall not be deemed to be the agent of his or her corresponding Director.

## **10. Board Observers**

- 10.1 Every Non-Voting Member shall by giving notice in Writing to the Company appoint one individual to be a Board Observer ("Board Observer") and may also appoint one individual to be an alternate Board Observer. A Non-Voting Member shall be able to remove and replace the Board Observer or alternate Board Observer it appoints under this Article 10.1 by giving notice in Writing to the Company.

- 10.2 Subject to the Articles, each Board Observer shall be entitled:

10.2.1 to receive notice of all Board meetings and of all meetings of committees, panels, working groups and steering groups of which he is a member; and

10.2.2 to attend and speak (but not vote in such capacity) at any such meeting;

but it shall not be necessary to give notice of any such meeting to an Board Observer who is absent from the United Kingdom.

## **11. Alternate Board Observers**

- 11.1 Subject to the Articles, each alternate Board Observer shall be entitled:

11.1.1 to receive notice of all Board meetings and of all meetings of committees, panels, working groups and steering groups of which his or her corresponding Board Observer is a member;

11.1.2 to attend and speak (but not vote in such capacity) at any such meeting at which his or her corresponding Board Observer is not personally present; and

11.1.3 generally to perform all the functions of his or her corresponding Board Observer in his or her absence;

as if he or she were a Board Observer but no alternate Board Observer shall be entitled to receive any remuneration from the Company for his or her services as an alternate Board Observer and it shall not be necessary to give notice of any such meeting to an alternate Board Observer who is absent from the United Kingdom.

- 11.2 Save as otherwise provided in the Articles, an alternate Board Observer shall be deemed for all purposes to be a Board Observer and he or she alone shall be responsible for his or her own acts and defaults and shall not be deemed to be the agent of his or her corresponding Board Observer.

## **12. Disqualification and removal of Directors**

- 12.1 A Director shall cease to hold such position if:

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

12.1.2 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;

12.1.3 a composition is made with his or her creditors generally in satisfaction of his or her debts;

12.1.4 the Board reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and it resolves that he or she be removed from office;

12.1.5 notice is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms;

12.1.6 he or she is removed or replaced as a Director under Article 8.2;

12.1.7 in the case of the Chairman or the Vice-Chairman his or her term of office comes to an end and is not renewed or he or she is removed as Chairman or Vice-Chairman under Article 8.4; or

12.1.8 the Voting Member which appointed him or her ceases to be a Member.

- 12.2 A Board Observer shall cease to hold such position where, if he or she had been a Director of the Company, he or she would have ceased to be a Director under Article 12.1.

## ***POWERS AND RESPONSIBILITIES OF THE BOARD***

### **13. Board's general authority**

- 13.1 Subject to the Articles, the Board is responsible for the management of the Company's business, for which purpose it may exercise all the powers of the Company and may make rules, bye-laws or standing orders under Article 21 to govern its own proceedings.

#### **14. Members' reserve power**

- 14.1 The Voting Members may, by special resolution, direct the Board to take, or refrain from taking, specified action.
- 14.2 No such special resolution invalidates anything which the Board has done before the passing of the resolution.

#### **15. Board may delegate**

- 15.1 Subject to the Articles, the Board may delegate the implementation of its decisions or day to day management of the affairs of the Company to any person or to any committee, panel, working group or steering group.
- 15.2 Subject to the Articles, the Board may delegate any of its powers or functions to any committee, panel, working group or steering group.
- 15.3 Any delegation by the Board may be:
  - 15.3.1 by such means;
  - 15.3.2 to such an extent;
  - 15.3.3 in relation to such matters or territories; and
  - 15.3.4 on such terms and conditions;as it thinks fit and as set out in any rules, bye laws or standing orders made under Article 21.
- 15.4 Subject to any rules, bye laws or standing orders made under Article 21, the Board may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or by any committee, panel, working group or steering group to whom they are delegated.
- 15.5 The Board may revoke any delegation in whole or part, or alter its terms and conditions.
- 15.6 The Board may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

#### **16. Committees, panels, working groups and steering groups**

- 16.1 In the case of delegation to a committee, panel, working group or steering group:
  - 16.1.1 the Board shall make rules, bye laws or standing orders governing the committee, panel, working group or steering group;
  - 16.1.2 such rules, bye laws or standing orders must specify the composition of such committee, panel, working group or steering group and who may serve or be asked to serve (including whether and how many co-options are permitted);

- 16.1.3 the deliberations, resolutions and decisions of any committee, panel, working group or steering group must be reported regularly to the Board in accordance with the rules, bye laws or standing orders making the delegation;
  - 16.1.4 the rules, bye laws or standing orders shall specify such terms and conditions and give such mandates to any committee, panel, working group or steering group as they may from time to time think fit; and
  - 16.1.5 no committee, panel, working group or steering group shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Board or in accordance with a budget which has been approved by the Board.
- 16.2 The meetings and proceedings of any committee, panel, working group or steering group shall be governed by the Articles regulating the meetings and proceedings of the Board so far as they apply and are not superseded by the rules, bye laws or standing orders made by the Board.

## **17. Delegation of day-to-day management powers**

In the case of delegation of the day-to-day management of the Company to the CAP Secretary or other manager or managers:

- 17.1 the delegated power shall be to implement the policy and strategy adopted by the Board and (if applicable) to advise the Board in relation to such policy and strategy; and
- 17.2 the CAP Secretary or any other manager must report regularly to the Board on the activities undertaken in managing the Company.

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

## **18. Board to take decisions collectively**

Subject to Articles 9, 20 and 21, any decision of the Board must be by either:

- 18.1 a decision of a majority of the Directors present and voting at a quorate Board meeting; or
- 18.2 a unanimous decision of the Directors taken in accordance with the procedure in Article 19.

## **19. Unanimous decisions without a Board meeting**

A decision is taken in accordance with this Article 19 when (subject to Article 22) a resolution in Writing is signed by all the Directors entitled to vote on a matter and such decision shall be as valid and effective as if it had been duly made at a Board meeting. The signature of either the Director or one of his or her alternate Directors shall be required. A resolution in Writing may consist of several Documents in like form each so signed.

## **20. Power to change name of Company**

The Board may change the name of the Company at any time by either:

- 20.1 a decision of majority comprising at least two-thirds of the Directors present and voting at a quorate Board meeting; or
- 20.2 a unanimous decision of the Directors taken in accordance with the procedure in Article 19;

but such a decision shall be subject to the prior approval in Writing of Asbof.

## **21. Power to make further rules**

- 21.1 The Board may from time to time make, repeal or alter such rules, bye-laws or standing orders as it thinks fit as to the management of the Company and its affairs. The rules shall be binding on all Members. No rule, bye-law or standing order shall be inconsistent with the Companies Acts or any rule of law. Unless otherwise expressly permitted under the Articles, no rule, bye-law or standing order shall be inconsistent with any provision of the Articles.

- 21.2 Any decision to make, repeal or alter the rules, bye-laws or standing orders made under this Article 21 must be by either:

- 21.2.1 a decision comprising at least two-thirds of the Directors present and voting at a quorate Board meeting; or

- 21.2.2 a unanimous decision of all the Directors taken in accordance with the procedure in Article 19;

and in either case shall be subject to the prior approval in Writing of Asbof.

- 21.3 The rules, bye-laws or standing orders may regulate the following matters but are not restricted to them:

- 21.3.1 the conduct of the Members, Representatives, Directors and Board Observers;

- 21.3.2 the conduct of the Company's employees and volunteers;

- 21.3.3 the duties of any Officers or employees of the Company;

- 21.3.4 the delegation of the Board's powers and functions, the implementation of its decisions or the day to day management of its affairs;

- 21.3.5 the proceedings of Board meetings or any committee, panel, working group or steering group (including without limitation calling Board meetings, notices, quorum, remote attendance, observers, voting procedures and how decisions are recorded or communicated to the Board);

- 21.3.6 making decisions outside a Board meeting;

21.3.7 the proceedings of general meetings of the Members and the passing of written resolutions;

21.3.8 any of the matters or things within the powers or under the control of the Board; and

21.3.9 generally all such matters as are commonly the subject matter of company rules, bye-laws or standing orders.

## **22. Conflicts of Interests**

### ***Duty to avoid situational conflicts***

22.1 A Director must avoid a situation in which he or she has, or can have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company including (without limitation) in relation to the exploitation of any property, information or opportunity (save that this Article 22.1 does not apply to a Conflict of Interests arising in relation to a transaction or arrangement with the Company).

22.2 But a Director's duty under Article 22.1 is not infringed if:

22.2.1 the situation cannot reasonably be regarded as likely to give rise to a Conflict of Interests; or

22.2.2 the matter has been authorised by the Board in accordance with Article 22.3.

22.3 Where a Director has a Conflict of Interests under Article 22.1, the Board may, if it considers it is in the best interests of the Company to do so, authorise a Director with a Conflict of Interests provided that:

22.3.1 in authorising the Conflict of Interests, the Board can decide (subject to Article 22.3.2) how the Conflict of Interests shall be dealt with;

22.3.2 in relation to the Board's decision to authorise the Conflict of Interests, the conflicted Director must not remain present for the discussion, must not vote and must not be counted in the quorum;

22.3.3 the Board's decision to authorise a Conflict of Interests can impose such terms as it thinks fit and is subject always to its right to vary or terminate the authorisation; and

22.3.4 nothing in this Article 22.3 shall permit the Board to authorise a direct or indirect benefit to a Director or Connected Person that is not permitted under Article 4.

### ***Duty to declare an interest in a transaction or arrangement with the Company***

22.4 If a Director is in any way, directly or indirectly, interested in a proposed or existing transaction or arrangement with the Company, he or she must declare the nature and extent of that interest to the other Directors.

22.5 But a Director need not declare an interest under Article 22.4 if:

- 22.5.1 it cannot reasonably be regarded as likely to give rise to a Conflict of Interests;
- 22.5.2 the Director is not aware of the transaction or arrangement in question (but for these purposes the Director is treated as being so aware if he or she ought reasonably to be so aware); or
- 22.5.3 the other Directors are already aware of it (or ought reasonably to be aware of it).
- 22.6 Subject to the Companies Act 2006, a Director may participate in the discussions, vote and be counted in the quorum in relation to any proposed transaction or arrangement in which he or she is in any way, directly or indirectly, interested.

***Continuing duties to the Company***

- 22.7 Where a Director has a Conflict of Interests and the Director has complied with his or her obligations under this Article 22 in respect of such Conflict of Interests:
- 22.7.1 the Director shall not be in breach of his or her 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 or her; and
- 22.7.2 the Director shall not be accountable to the Company for any benefit expressly permitted under the Articles which he or she or any Connected Person derives from any matter or from any office, employment or position.

**23. Validity of Directors' actions**

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

**MEMBERS**

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

**24. Categories of membership**

The Members of the Company shall be as follows:

***Voting Members***

- 24.1 Members with a right to vote in general meeting ("Voting Members") and having all other rights of membership under the Companies Acts and these Articles (including without limitation those rights conferred by this Article 24.1 and Articles 8.2, 14.1, 27.1, 27.2) notwithstanding that a Voting Member's right under this Article 24.1 to vote in general meeting may be suspended by the Company subject to and in accordance with the Articles and any rules, bye-laws or standing orders made under Article 21;

### ***Non-Voting Members***

- 24.2 Members without a right to vote in general meeting (“Non-Voting Members”) but having all other rights of membership under the Companies Acts and these Articles (including without limitation those rights conferred by Articles 10.1, 27.4 and 27.5); and

### ***Asbof***

- 24.3 Asbof shall have no right to vote in general meeting save that all resolutions of the Members shall be subject to its prior approval in Writing and for the avoidance of doubt Asbof’s decision to give such approval (or not) shall, as against all other Members’ votes, be decisive. Asbof shall have all other rights of membership under the Companies Acts and these Articles (including without limitation those rights conferred by this Article 24.3 and Articles 8.4, 20, 21.2, 26.1, 27.7, 27.8, 28.1, 39 and 40).

## **25. Members**

- 25.1 The Voting Members shall be:

25.1.1 the following organisations: Advertising Association; ATVOD Industry Forum, Cinema Advertising Association; Direct Marketing Association; Direct Selling Association; Incorporated Society of British Advertisers; Institute of Practitioners in Advertising; Institute of Promotional Marketing; Internet Advertising Bureau; Mobile Broadband Group; Mobile Marketing Association; Newspaper Publishers Association; Newspaper Society; Outdoor Media Centre; Professional Publishers Association; Proprietary Association of Great Britain; Royal Mail; and Scottish Newspaper Society; and

25.1.2 such other organisations as are admitted to membership as Voting Members in accordance with the Articles.

- 25.2 The Non-Voting Members shall be:

25.2.1 the following organisations: Clearcast and Radio Advertising Clearance Centre; and

25.2.2 such other organisations as are admitted to membership as Non-Voting Members in accordance with the Articles.

## **26. Admission as a Member**

- 26.1 Subject to the Articles, the Board may invite an organisation to become a Member of the Company but no organisation may be invited or admitted to membership without the prior approval in Writing of Asbof, such approval not to be unreasonably withheld or delayed.

- 26.2 Every organisation which wishes to become a Member shall deliver to the Company an application for membership in such form as the Board shall require, signed by or on behalf of the applicant. The Board may in its absolute discretion decline to accept any applicant as a Member and need not give reasons for so doing.

- 26.3 The Board may from time to time make rules, bye-laws or standing orders under Article 21 prescribing the procedure or criteria for membership and the form of any membership application, but the Board shall not by so doing become obliged to accept any person fulfilling such criteria or delivering such application.
- 26.4 The names of the Members of the Company must be entered in the register of members. The Board shall ensure that the Company's register of members is divided so as to distinguish between Voting Members and Non-Voting Members.

## **27. Representatives**

### ***Voting Representatives***

- 27.1 Every Voting Member shall appoint one individual as a voting representative ("Voting Representative") to exercise its rights as a Voting Member on its behalf including the right to attend, speak and vote at a general meeting in accordance with Article 24.1. Every Voting Member may also appoint one individual as an alternate Voting Representative to act on its behalf in the absence of the Voting Representative.
- 27.2 A Voting Member shall be able to remove and replace its Voting Representative or alternate Voting Representative by giving notice in Writing to the Company.
- 27.3 The name of the Voting Representative and the alternate Voting Representative and the fact that he or she is the Voting Representative or alternate Voting Representative of such Voting Member shall be noted in the register of members.

### ***Non-Voting Representatives***

- 27.4 Every Non-Voting Member shall appoint one individual as a non-voting representative ("Non-Voting Representative") to exercise its rights as a Non-Voting Member on its behalf including the right to attend and speak (but not vote) at a general meeting in accordance with Article 24.2. Every Voting Member may also appoint one individual as an alternate Non-Voting Representative to act on its behalf in the absence of the Non-Voting Representative.
- 27.5 A Non-Voting Member shall be able to remove and replace its Non-Voting Representative or alternate Non-Voting Representative by giving notice in Writing to the Company.
- 27.6 The name of the Non-Voting Representative and the alternate Non-Voting Representative and the fact that he or she is the Non-Voting Representative or alternate Non-Voting Representative of such Non-Voting Member shall be noted in the register of members.

### ***Asbof Representative***

- 27.7 Asbof shall appoint one individual as a representative ("Asbof Representative") to exercise its rights as a Member on its behalf including the right to attend and speak at a general meeting and to give its prior approval in Writing in relation to any resolution at a general meeting in accordance with Article 24.3. Asbof may also appoint one individual as an alternate Asbof Representative to act on its behalf in the absence of the Asbof Representative.

27.8 Asbof shall be able to remove and replace its Asbof Representative or alternate Asbof Representative by giving notice in Writing to the Company.

27.9 The name of the Asbof Representative and the alternate Asbof Representative and the fact that he or she is the Asbof Representative or alternate Asbof Representative shall be noted in the register of members.

## **28. Termination of membership**

28.1 A Member shall cease to be a Member:

28.1.1 on the expiry of at least fourteen Clear Days' notice given by it to the Company of its intention to withdraw;

28.1.2 if he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally or it goes into liquidation otherwise than for the purpose of a solvent reconstruction or amalgamation or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or an order is made or a resolution passed for its winding up;

28.1.3 if, at a quorate Board meeting at which (subject to Article 22) at least half of the Directors are present and entitled to vote on the matter, a resolution is passed by two-thirds of those voting resolving that the Member be expelled. Such a resolution shall not be passed unless the Member has been given at least fourteen Clear Days' notice in writing 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 Board. A Member expelled by such a resolution shall nevertheless remain liable to pay to the Company any sum owed by it; or

28.1.4 its membership is terminated in accordance with any rule, bye-law or standing order made pursuant to Article 21;

save that no organisation's membership shall be terminated by the Company under Article 28.1.3 or 28.1.4 without the prior approval in Writing of Asbof.

28.2 Subject to Articles 27.2, 27.5 and 27.8, membership shall not be transferable.

## **29. Associate membership**

The Board 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 it think fits and may admit and remove such associate members in accordance with such regulations as the Board shall make provided that no such associate members shall be Members of the Company for the purposes of the Companies Acts or the Articles.

## ***DECISION-MAKING BY MEMBERS***

### **30. Members' meetings**

The Board may call a general meeting of the Members at any time. General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

### **31. Written resolutions**

#### ***General***

31.1 Subject to this Article 31, a written resolution agreed by:

31.1.1 Voting Members representing a simple majority (in the case of an ordinary resolution); or

31.1.2 (in the case of a special resolution) Voting Members representing not less than 75%;

of the total voting rights of eligible Voting Members shall be as effective as if passed at a duly convened general meeting.

31.2 On a written resolution each Voting Member shall have one vote.

31.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

31.4 A resolution under the Companies Acts removing a Director or auditor before the expiry of his or her term of office may not be passed as a written resolution.

#### ***Circulation***

31.5 A copy of the proposed written resolution must be sent to every eligible Voting Member together with a statement informing the Voting Member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.

31.6 In relation to a resolution proposed as a written resolution of the Company the eligible Voting Members are the Voting Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

31.7 The required majority of eligible Voting Members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.

31.8 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts.

### ***Signifying agreement***

31.9 A Voting Member signifies his or her agreement to a proposed written resolution when the Company receives from him or her (or from its Voting Representative) an authenticated Document:

31.9.1 identifying the resolution to which it relates; and

31.9.2 indicating the Voting Member's agreement to the resolution.

31.10 For the purposes of Article 31.9:

31.10.1a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

31.10.2a Document sent or supplied in Electronic Form is sufficiently authenticated if:

- (a) the identity of the sender is confirmed in a manner specified by the Company; or
- (b) where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.

31.11 If the Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### ***COMMUNICATIONS***

## **32. Communications by the Company**

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

32.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:

32.1.1 in Hard Copy Form;

32.1.2 in Electronic Form; or

32.1.3 by making it available on a website.

- 32.2 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).
- 32.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by the Board 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***

- 32.4 A Member present in person, via its Representative or by proxy at a general meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 32.5 Where any Document or information is sent or supplied by the Company to the Members:
- 32.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
  - 32.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
  - 32.5.3 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.
- 32.6 Subject to the Companies Acts, a Director, Board Observer or any other person (other than in his or her capacity as a Member or a Representative) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

- 32.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:
- 32.7.1 if the Document or information has been sent to a Member or Representative and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the postal address of that Member or Representative as shown in the Company's register of members, but may in its discretion choose to do so;
  - 32.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the postal address of a Member or Representative as shown in

the Company's register of members (if any), or in the case of a recipient who is not a Member or Representative, to the last known postal address for that person (if any); and

32.7.3 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***

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

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

## **33. Communications to the Company**

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

## ***ADMINISTRATION***

## **34. Company Secretary**

The Board may appoint a Company Secretary for such term, at such remuneration and upon such conditions as it may think fit, and may remove and replace the Company Secretary. If there is no Company Secretary:

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

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

## **35. Minutes**

The Board must cause minutes to be made:

35.1 of all appointments of Officers made by the Board;

35.2 of all resolutions of the Members and of the Board (including without limitation decisions of the Board made without a meeting); and

35.3 of all proceedings at general meetings and Board meetings, and of all meetings of committees, panels, working groups or steering groups, including the names of the

Directors, Board Observers, Members and Representatives present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Board 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 Director, Board Observer, Member or Representative, be sufficient evidence of the proceedings.

### **36. Records and accounts**

The Board shall comply with the requirements of the Companies Acts as to maintaining a register of members, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:

- 36.1 annual reports;
- 36.2 annual returns; and
- 36.3 annual statements of account.

## ***MISCELLANEOUS***

### **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.

### **38. Exclusion of model articles**

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

### **39. Amendment**

No additions, alterations or amendments to the Articles shall be made without the prior approval in Writing of Asbof.

## **WINDING UP**

### **40. Winding up**

Upon the winding up or dissolution of the Company any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall be applied or transferred to Asbof.

## SCHEDULE

### INTERPRETATION

#### Defined terms

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

| <i>Term</i>                                  | <i>Meaning</i>  |
|--|---|
| 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>“Advertising Association”</b>         | The Advertising Association, a company limited by guarantee (company no. 00211587) (or its successor organisation);                         |
| 1.3 <b>“Articles”</b>                        | the Company’s articles of association;  |
| 1.4 <b>“ASA”</b>                             | The Advertising Standards Authority Limited, a company limited by guarantee (company no. 00733214) (or its successor organisation);         |
| 1.5 <b>“Asbof”</b>                           | The Advertising Standards Board of Finance Limited, a company limited by guarantee (company no. 01195756) (or its successor organisation);  |
| 1.6 <b>“Asbof Representative”</b>            | an individual appointed by a Asbof under Article 27.7 to exercise its rights as a Member on its behalf at a general meeting of the Company; |
| 1.7 <b>“ATVOD Industry Forum”</b>            | The ATVOD Industry Forum, an unincorporated association (or its successor organisation);  |
| 1.8 <b>“Board”</b>                           | the board of Directors;   |
| 1.9 <b>“Board Observer”</b>                  | an individual appointed by a Non-Voting Member under Article 10.1 to attend and speak (but without voting rights) at Board meetings;        |
| 1.10 <b>“Chairman”</b>                       | has the meaning given in Article 8.4;   |
| 1.11 <b>“Cinema Advertising Association”</b> | The Cinema Advertising Association Limited, a company limited by guarantee (company no. 00515177) (or its successor organisation);          |
| 1.12 <b>“CAP Secretary”</b>                  | the individual responsible for the internal administration of CAP and its Panels;   |

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| 1.13 | <b>“Circulation Date”</b>      | in relation to a written resolution, has the meaning given to it in the Companies Acts;  |
| 1.14 | <b>“Clearcast”</b>             | Clearcast Limited, a company limited by shares (company no. 06290241) (or its successor organisation);   |
| 1.15 | <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;  |
| 1.16 | <b>“Code”</b>                  | the British Code of Advertising, Sales Promotion and Direct Marketing under which the ASA adjudicates on complaints from the public or industry about UK advertisements, sales promotions or direct marketing communications;  |
| 1.17 | <b>“Companies Acts”</b>        | the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;  |
| 1.18 | <b>“Company”</b>               | the company limited by guarantee registered under the name ‘The Committee of Advertising Practice Limited’;  |
| 1.19 | <b>“Company Secretary”</b>     | the company secretary of the Company (if any);   |
| 1.20 | <b>“Conflict of Interests”</b> | includes a conflict of interest and duty, and a conflict of duties;  |
| 1.21 | <b>“Connected Person”</b>      | <p>in relation to a Director means:</p> <p>(a) that Director’s spouse, civil partner, any person with whom that Director lives as a partner,</p> <p>(b) a child or step-child of that Director or a child or step-child of that Director’s partner (if living with that Director and under the age of 18),</p> <p>(c) that Director’s parents,</p> <p>(d) any other person in a relationship with that Director which may reasonably be regarded as equivalent to such relationship, or</p> <p>(e) a company or firm of which that Director together with any Connected Persons owns at least 20% of the share capital or voting power in general meeting;</p> |

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| 1.22 | <b>“Direct Marketing Association”</b>                | The Direct Marketing Association (UK) Ltd, a company limited by guarantee (company no. 02667995) (or its successor organisation);                  |
| 1.23 | <b>“Direct Selling Association”</b>                  | The Direct Selling Association Limited, a company limited by guarantee (company no. 00851537 (or its successor organisation);                      |
| 1.24 | <b>“Director”</b>                                    | a director of the Company;   |
| 1.25 | <b>“Document”</b>                                    | includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form; |
| 1.26 | <b>“Electronic Form” and “Electronic Means”</b>      | have the meanings respectively given to them in Section 1168 of the Companies Act 2006;  |
| 1.27 | <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;           |
| 1.28 | <b>“Hard Copy” and “Hard Copy Form”</b>              | have the meanings respectively given to them in the Companies Act 2006;  |
| 1.29 | <b>“Incorporated Society of British Advertisers”</b> | Incorporated Society of British Advertisers Limited, a company limited by guarantee (company no. 00068497) (or its successor organisation);        |
| 1.30 | <b>“Institute of Promotional Marketing”</b>          | The Institute of Promotional Marketing Limited, a company limited by guarantee (company no. 00975635 (or its successor organisation);              |
| 1.31 | <b>“Institute of Practitioners in Advertising”</b>   | The Institute of Practitioners in Advertising, a company limited by guarantee (company no. 00221167) (or its successor organisations);             |
| 1.32 | <b>“Internet Advertising Bureau”</b>                 | Internet Advertising Bureau, a company limited by guarantee (company no. 03650406) (or its successor organisation);                                |
| 1.33 | <b>“Members”</b>                                     | the members of the Company for the purposes of the Articles and the Companies Acts as defined in Article 24;                                       |
| 1.34 | <b>“Mobile Broadband Group”</b>                      | Mobile Broadband Group, an unincorporated association (or its successor organisation);   |

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| 1.35 | <b>“Mobile Marketing Association”</b>             | Mobile Marketing Association Inc, a US corporation with a branch registered in the United Kingdom (company no. FC028449) (or its successor organisation);                                |
| 1.36 | <b>“Newspaper Publishers Association”</b>         | The Newspaper Publishers Association Limited, a company limited by guarantee (company no. 00089611) (or its successor organisation);   |
| 1.37 | <b>“Newspaper Society”</b>                        | The Newspaper Society, an unincorporated association (or its successor organisation);  |
| 1.38 | <b>“Non-Voting Members”</b>                       | has the meaning given to it in Article 24;   |
| 1.39 | <b>“Non-Voting Representative”</b>                | an individual appointed by a Non-Voting Member under Article 27.4 to exercise its rights as a Non-Voting Member on its behalf at a general meeting of the Company;                       |
| 1.40 | <b>“Officers”</b>                                 | includes the Directors, alternate Directors and the Company Secretary;   |
| 1.41 | <b>“Outdoor Media Centre”</b>                     | Outdoor Media Centre Limited, a company limited by guarantee (company no. 01642847) (or its successor organisation);   |
| 1.42 | <b>“Professional Publishers Association”</b>      | Professional Publishers Association Ltd, a company limited by guarantee (company no. 00132310) (or its successor organisation);  |
| 1.43 | <b>“Proprietary Association of Great Britain”</b> | Proprietary Association of Great Britain, a company limited by guarantee (company no. 00375216) (or its successor organisation);   |
| 1.44 | <b>“Public Holiday”</b>                           | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered; |
| 1.45 | <b>“Radio Advertising Clearance Centre”</b>       | Radio Advertising Clearance Centre, a division of RadioCentre Limited, a company limited by shares (company no. 2669040) (or its successor organisation);                                |
| 1.46 | <b>“Registrar of Companies”</b>                   | has the meaning given in Part 35 of the Companies Act 2006;  |

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|------|-------------------------------------|--|
| 1.47 | <b>“Representatives”</b>            | the Voting Representatives, the Non-Voting Representatives and the Asbof Representative;   |
| 1.48 | <b>“Royal Mail”</b>                 | Royal Mail Limited, a company limited by shares (company no. 03087786) (or its successor organisation);  |
| 1.49 | <b>“Scottish Newspaper Society”</b> | Scottish Newspaper Society, an unincorporated association (or its successor organisation);   |
| 1.50 | <b>“United Kingdom”</b>             | the United Kingdom of Great Britain and Northern Ireland;  |
| 1.51 | <b>“Vice-Chairman”</b>              | has the meaning given in Article 8.4;  |
| 1.52 | <b>“Voting Members”</b>             | has the meaning given in Article 24;   |
| 1.53 | <b>“Voting Representative”</b>      | an individual appointed by a Voting Member under Article 27 to exercise its rights as a Voting Member on its behalf at a general meeting of the Company;                                       |
| 1.54 | <b>“Writing”</b>                    | 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. |
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2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
  
  3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.