
Articles of Association of KONP

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Original Memorandum and Articles of Association dated 2022-01-10

Amended Articles adopted at KONP Steering Group 2025-05-10

The Companies Act 2006

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The Companies Act 2006

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Articles of Association of KONP

INITIAL PROVISIONS

1. **Defined Terms**

These Articles should be interpreted in accordance with the provisions set out in the Schedule.

2. **Objects**

2.1 The principal object of the Company is to support the delivery of public services and to advance the health and wellbeing of the nation and in particular to:

2.1.1 Stop, prevent and reverse the privatisation, commercialisation, underfunding and diminishment of the National Health Service and to campaign for the re-instatement of a comprehensive, universal, publicly funded, publicly owned, publicly provided and publicly accountable, national health service which is free at the point of use and has the resources needed to provide excellent health care for all on a long term, sustainable basis. *This will involve campaigning to resist cuts and closures within the NHS.*

2.1.2 Stop, prevent and reverse the privatisation, commercialisation, underfunding and diminishment of social care and pursue publicly funded, publicly provided and accountable social care provision which is free at the point of use and appropriately resourced to sustain the health, independence, wellbeing and dignity of all.

In pursuance of its objects, KONP will seek to build a wide coalition of individual members, local groups and affiliated organisations.

3. **Powers**

The Company may do all such things as are incidental or conducive to the furtherance of its objects, including without limitation, to borrow or raise or secure the payment of money for any purpose including for the purposes of investment or of raising funds.

4. **Limitation on private benefits**

4.1 Subject to Article 4.2, 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 Steering Group Member or Executive Committee Member of the Company.

4.2 Nothing in these Articles shall prevent any payment in good faith by the Company of:

4.2.1 reasonable and proper remuneration to any Steering Group Member, Executive Committee Member or any other person for any services rendered to the Company (including without limitation, services as an employee or Executive Committee Member), under Article 19 or otherwise;

4.2.2 any interest on money lent by any Steering Group Member, Executive Committee Member or any other person at a reasonable and proper rate;

4.2.3 reasonable and proper rent for premises demised or let by any Steering Group Member, Executive Committee Member or any other person; or

4.2.4 reasonable out-of-pocket expenses properly incurred by any Steering Group Member, Executive Committee Member or employee (in each case, in their capacity as such), or pursuant to any other entitlement.

5. **Liability of Members**

5.1 The liability of each Steering Group Member is limited to £1, being the amount that each Steering Group Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Steering Group Member or within one year after they cease to be a Steering Group Member, for:

5.1.1 payment of the Company's debts and liabilities contracted before they cease to be a Steering Group Member;

5.1.2 payment of the costs, charges and expenses of winding up; and

5.1.3 adjustment of the rights of the contributories among themselves.

6. **Indemnity**

Without prejudice to any indemnity to which an Executive Committee Member may otherwise be entitled, every Executive Committee Member shall be indemnified out of the assets of the Company in relation to any liability incurred by them in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by them in that capacity, but only to the extent permitted by the Companies Acts.

EXECUTIVE COMMITTEE

7. **Role of the Executive Committee**

7.1 The Executive Committee Members shall form the "**Executive Committee**".

7.2 Subject to the Articles and any rules adopted by the Steering Group for time to time, the Executive Committee is responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

8. **Executive Committee may delegate**

8.1 Subject to the Articles, the Executive Committee may delegate any of their powers or functions to any committee.

8.2 Subject to the Articles, the Executive Committee may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.

8.3 Any delegation by the Executive Committee may be:

8.3.1 by such means;

8.3.2 to such an extent;

8.3.3 in relation to such matters or territories; and

8.3.4 on such terms and conditions;

as they think fit.

8.4 The Executive Committee may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

8.5 The Executive Committee may revoke any delegation in whole or part, or alter its terms and conditions.

8.6 The Executive Committee 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.

9. Power to change name of Company

9.1 The name of the Company may be changed by a special resolution of the Steering Group Members.

10. Power to make rules

10.1 The Steering Group may from time to time make, repeal or alter such rules as they think fit as to the management of the Company and its affairs, and may, at the discretion of the Steering Group, delegate authority to the Executive Committee to amend and repeal any part of such rules. The rules shall be binding on all Steering Group Members, KONP Local Groups, KONP Affiliates, Supporting Affiliates, KONP Individual Members and other associate members. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.

11. Executive Committee to take decisions collectively

11.1 Subject to Article 11.2, any decision of the Executive Committee must be either:

11.1.1 by decision of a majority of the Executive Committee Members present and voting at a quorate Executive Committee meeting (subject to Article 16); or

11.1.2 a unanimous decision taken in accordance with Article 17.

12. **Executive Committee meetings**

12.1 The Executive Committee shall meet usually once per month and at least 6 times per year.

12.2 Any Executive Committee Member may call an Executive Committee meeting by:

12.2.1 giving not less than seven Clear Days' notice of the meeting (or such lesser notice as all the Executive Committee Members may agree or if urgent circumstances require shorter notice) to the Executive Committee Members; or

12.2.2 by instructing the Secretary, if any, to give such notice.

12.3 In deciding on the date and time of any Executive Committee meeting, the Executive Committee Members calling (or instructing the Secretary to call) the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Executive Committee Members as practicable are likely to be available to participate.

12.4 Every notice calling an Executive Committee meeting must specify:

(a) the place, day and time of the meeting;

(b) the general nature of the business to be considered at such meeting; and

(c) if it is anticipated that Executive Committee Members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

12.5 Notice of Executive Committee meetings need not be in Writing.

12.6 Article 47 shall apply, and notice of Executive Committee meetings may be sent by Electronic Means to an Address provided by the Executive Committee Member for the purpose.

12.7 A Co-Chair, if any, or in their absence another Executive Committee Member nominated by the Executive Committee Members present shall preside as chair of each Executive Committee meeting.

13. **Participation in Executive Committee meetings**

13.1 Subject to the Articles, Executive Committee Members participate in an Executive Committee meeting, or part of an Executive Committee meeting, when:

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

13.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

13.2 In determining whether Executive Committee Members are participating in an Executive Committee meeting, it is irrelevant where any Executive Committee Member is or how they communicate with each other.

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

14. **Quorum for Executive Committee meetings**

14.1 At an Executive Committee meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

14.2 The quorum for Executive Committee meetings shall be six.

14.3 If the total number of Executive Committee Members for the time being is less than the quorum required, the Executive Committee must not take any decision other than a decision:

14.3.1 to appoint further Executive Committee Members; or

14.3.2 to call a general meeting so as to enable the Steering Group Members to appoint further Executive Committee Members.

15. **Officers**

15.1 The Steering Group may, on the election of Executive Committee Members in accordance with Article 22.2.3 or in the event of a casual vacancy, appoint from among the Executive Committee Members, for such term of office as may be prescribed by the Steering Group:

15.1.1 Two Co-Chairs;

15.1.2 A Treasurer;

15.1.3 A Secretary;

and each of the Co-Chair, Treasurer and Secretary (the “**Officers**”) may be removed from office in such manner as may be prescribed by the Steering Group

15.2 The role of the Co-Chairs shall be to:

15.2.1 ensure that each meeting is planned effectively, conducted according to these Articles and that matters are dealt with in an orderly, efficient manner;

15.2.2 ensure that meetings are conducted so that all strands of opinion are heard without favour;

15.2.3 represent the Executive Committee and act as its spokesperson when required;

15.2.4 work with the Executive Committee to share roles and responsibilities to ensure the smooth running of the Company and the effective implementation of its plans and policies.]

15.3 The role of the Secretary shall be to:

15.3.1 ensure that accurate minutes of meetings of both the meetings of the Executive Committee and any general meetings are taken and circulated to the Steering Group;

15.3.2 prepare and circulate agendas for meetings of the Executive Committee and general meetings in collaboration with the Co-Chairs;

15.3.3 deal with correspondence and ensure relevant information is circulated to KONP groups and members; and

15.3.4 work with the Executive Committee to share roles and responsibilities to ensure the smooth running of the organisation and the effective implementation of its plans and policies.

15.4 The role of the Treasurer shall be to:

15.4.1 supervise the financial affairs of the group;

15.4.2 keep proper accounts that show all monies collected and paid out by the Company;

15.4.3 ensure that a report giving an accurate picture of the Company's financial affairs is circulated to the Executive Committee Members before each of their meetings and to the Steering Group before each general meeting; and

15.4.4 arrange an annual audit of the accounts.

16. **Co-Chairs' votes**

16.1 The Co-Chair who is acting as chair at a particular meeting (or such other Executive Committee Member who may be acting as chair pursuant to Article 12.7) shall not have a vote at a meeting of the Executive Committee except if the numbers of votes for and against a proposal at an Executive Committee meeting are equal, in which case the chair of the meeting shall have a casting vote.

16.2 Article 16.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

17. **Unanimous decisions without a meeting**

17.1 A decision is taken in accordance with this Article 17 when all of the Executive Committee Members indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Executive Committee cannot rely on this Article to make a decision if one or

more of the Executive Committee Members has a conflict of interest which, under Article 18.1 - 18.7 results in them not being entitled to vote.

17.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Executive Committee Member or to which each Executive Committee Member has otherwise indicated agreement in Writing.

18. **Executive Committee Members' conflicts of interest procedure**

18.1 If a proposed decision of the Executive Committee is concerned with an actual or proposed transaction or arrangement with the Company in which an Executive Committee Member is interested, that Executive Committee Member is not to be counted as participating in the decision-making process for quorum or voting purposes.

18.2 But if paragraph 18.3 applies, an Executive Committee Member who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.

18.3 This paragraph applies when—

18.3.1 the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent an Executive Committee Member from being counted as participating in the decision-making process;

18.3.2 the Executive Committee Member's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

18.3.3 the Executive Committee Member's conflict of interest arises from a permitted cause.

18.4 For the purposes of this article, the following are permitted causes—

18.4.1 a guarantee given, or to be given, by or to an Executive Committee Member in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;

18.4.2 arrangements pursuant to which benefits are made available to employees and Executive Committee Members or former employees and Executive Committee Members of the Company or any of its subsidiaries which do not provide special benefits for Executive Committee Members or former Executive Committee Members of the Company.

18.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any Executive Committee meeting or part of an Executive Committee meeting.

18.6 Subject to paragraph 18.7, if a question arises at a meeting of the Executive Committee or of a committee of the Executive Committee as to the right of an Executive Committee Member to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Co-Chairs whose ruling in relation to any Executive Committee Member other than the

Co-Chairs is to be final and conclusive (provided that in the event that the Co-Chairs disagree, the more cautious view shall be taken).

18.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of a Co-Chair, the question is to be decided by the other Co-Chair; should question arise in respect of both Co-Chairs, it shall be decided by a decision of the Executive Committee Members at that meeting, for which purpose the Co-Chairs are not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

Register of Executive Committee Members' interests

18.8 The Executive Committee must ensure a register of Executive Committee Members' interests is kept.

Validity of Executive Committee Member actions

18.9 All acts done by a person acting as an Executive Committee Member shall, even if afterwards discovered that there was a defect in their appointment or that they were 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 an Executive Committee Member.

EXECUTIVE COMMITTEE MEMBERS' REMUNERATION AND EXPENSES

19. Remuneration of Executive Committee Members

The Executive Committee Members shall be entitled to such remuneration as the Company may determine.

20. Executive Committee Members' expenses

The Executive Committee Members may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Executive Committee Members or committees of Executive Committee Members or general meetings or otherwise in connection with the discharge of their duties.

APPOINTMENT AND RETIREMENT OF EXECUTIVE COMMITTEE MEMBERS

21. Numbers of Executive Committee Members

21.1 There shall be at least 6 and no more than 12 Executive Committee Members, including the President and ex-officio chair of the HCT Committee (as per 22.2.3).

22. Appointment and Removal of Executive Committee Members

22.1 The persons notified to the Registrar of Companies as the first directors of the Company shall be the first Executive Committee Members.

Composition of the Executive Committee

22.2 The Executive Committee shall comprise:

- (a) Two Co-Chairs;
- (b) The Secretary;
- (c) The Treasurer; and
- (d) Up to 6 other Executive Committee Members; and
- (e) Chair of Health Campaigns Together committee, if not already an EC member
- (f) The President (if any).

Appointment of Executive Committee Members

22.2.2 In honour of Professor Wendy Savage's role as founder member of the Company and in recognition of her continuing invaluable contribution as ambassador for the Company this document endorses her position as President with full voting rights. Should Professor Wendy Savage withdraw from the role, the Steering Group reserves the right to decide whether the role should cease to exist or whether they wish to appoint another President, and the means by which they wish to do so.

22.2.3 Executive Committee Members (save for the President and ex-officio chair of the HCT Committee) shall be elected by the Steering Group from among their number in accordance with the rules governing elections adopted by the Steering Group, provided that the Executive Committee may appoint Executive Committee Members in the event of a casual vacancy (subject always to the rules governing elections adopted by the Steering Group).

Term of Executive Committee Member appointments

22.3 Subject to Articles 22 and 23, Executive Committee Members (save for the President) shall hold their post until the Election Meeting (as defined in the rules governing elections adopted by the Steering Group) following their appointment, at the end of which Election Meeting their term shall be terminated. Executive Committee Members may be reappointed for subsequent terms.

Minimum age

22.4 No person may be appointed as an Executive Committee Member unless they have reached the age of 16 years.

General

22.5 An Executive Committee Member may not appoint an alternate director or anyone to act on their behalf at meetings of the Executive Committee.

23. Disqualification and removal of Executive Committee Members

23.1 An Executive Committee Member shall cease to hold office if:

23.1.1 they cease to be a director by virtue of any provision of the Companies Act 2006, or are prohibited from being a director by law;

23.1.2 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

23.1.3 notification is received by the Company from them that they are resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least one Executive Committee Member will remain in office when such resignation has taken effect);

23.1.4 they fail to attend three meetings of the Executive Committee within a period of 12 months without having given apologies in advance and the Executive Committee resolve that they be removed for this reason;

23.1.5 in accordance with the Grievance Procedure, the Company resolves that the Executive Committee Member be expelled on the ground that their continued role as an Executive Committee Member would bring the integrity of the organisation into disrepute;

23.1.6 they cease to be a KONP Individual Member, a Steering Group Member (individually or as the nominated representative of an unincorporated association such as a KONP Local Group) or the authorised representative of a Corporate Member.

24. **Observers**

The Executive Committee may co-opt observers (who shall not have a vote or be Executive Committee Members) from the Steering Group in accordance with any rules adopted by the Steering Group from time to time.

MEMBERS

25. **Steering Group**

25.1 The Steering Group Members acting together shall be known as the “**Steering Group**”, which shall have the purpose of setting the policy and direction of the Company.

25.2 The Steering Group will elect a Grievance Panel of 3 Steering Group Members to implement the Grievance Procedure.

25.3 The Steering Group may also set up specialist working groups chaired by a Steering Group Member and including KONP Individual Members with relevant experience who are not on the Steering Group. Such working groups may also seek advice from experts who may not be KONP Individual Members.

26. **Becoming a Steering Group Member**

26.1 The Steering Group Members shall be the subscribers to the Memorandum of Association of the Company and such other persons as are admitted to Steering Group Membership by the Steering Group in accordance with the Articles.

26.2 With the exception of the subscribers to the Memorandum, no person may become a Steering Group Member unless:

26.2.1 that person is accepted as a Steering Group Member by the Steering Group; and

26.2.2 that person is:

(a) a KONP Local Group which is a Corporate Member, or the nominated representative of a KONP Local Group. Each Group is entitled to nominate two accredited representatives, either of whom can represent the group. However the group will only have one vote whether at the Steering Group meetings, or in KONP elections. KONP will encourage and support the formation of KONP Local Groups to pursue the objects of the Company locally and seek to network with each other to maximise impact, and the Steering Group may set such rules regarding the functioning, eligibility and subscriptions of KONP Local Groups as it determines; or

(b) a KONP Affiliate which is a Corporate Member, or a nominated representative of a KONP Affiliate which is an unincorporated association. KONP will encourage the affiliation of national or local organisations which share the aims of KONP, and the Steering Group may set such rules regarding the functioning, eligibility and subscriptions of KONP Affiliates as it determines.

(c) Nominated representatives from Health Campaigns Together (HCT) who have dual affiliation with KONP. HCT functions as the trade union-oriented campaign within KONP. See Rules, Appendix Health Campaigns Together.

Unincorporated organisations

26.3 An organisation admitted to Steering Group Membership which is unincorporated (including for example a KONP Local Group or KONP Affiliate which is unincorporated) shall be a Steering Group Member through the person of its chair/nominated representative from time to time. Every such organisation must notify the Company in writing of the name of up to two nominated representatives and may replace such nominated representatives at any time by giving notice to the Company, provided that such nominated representative must be a KONP Individual Member. The Steering Group Membership rights may be exercised by a nominated representative or by the organisation which they represent.

Corporate Members

26.4 An organisation admitted to Steering Group 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 an authorised representative or representatives at any meeting of the Company, provided that such authorised representative must be a KONP

Individual Member. Evidence of the appointment of the representative must be provided in the form of:

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

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

26.4.3 such other form as the Steering Group may reasonably require.

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

Subscriptions

26.6 The Steering Group may at its discretion levy subscriptions on Steering Group Members at such rate or rates as they shall decide.

Register of Steering Group Members

26.7 The names of the Steering Group Members must be entered in the register of members which shall include, where relevant, details of the nominated representative which is a Steering Group Member on behalf of an unincorporated organisation under Article 26.3.

27. Termination of Steering Group Membership

27.1 Subject to Article 26.3, Steering Group Membership is not transferable.

27.2 A Steering Group Member shall cease to be a Steering Group Member:

27.2.1 if the Steering Group Member, being an individual, dies;

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

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

27.2.4 on the expiry of at least seven Clear Days' notice given by the Steering Group Member to the Company of their intention to withdraw;

27.2.5 if the Steering Group Member fails to pay any membership subscription falling due;

27.2.6 if, in accordance with the Grievance Procedure, the Steering Group resolves that the Steering Group Member be expelled on the ground that their continued Steering Group

Membership would bring the integrity of the organisation into disrepute, subject always to the Grievance Procedure.

28. **Associate members**

28.1 The Steering Group 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 Steering Group shall make, provided that no such associate members shall be Steering Group Members of the Company for the purposes of the Articles or members of the Company for the purposes of the Companies Acts.

28.2 As of the date of these Articles, there shall exist the following classes of associate membership:

28.2.1 **Co-Opted Steering Group Members**

(a) The Steering Group may co-opt KONP Individual Members to attend the Steering Group as observers, for a maximum of one year terminating at the Individual Member Annual Meeting following their co-option, although it may be renewed at the discretion of the Steering Group by way of ordinary resolution. Co-Opted Steering Group Members will not have voting rights but may participate in discussion at the discretion of the Co-Chairs.

(b) The Co-Opted Steering Group Members shall not be Steering Group Members and shall not be entitled to vote on any resolution to amend these Articles.

28.2.2 **KONP Individual Members:**

(a) Individual 'membership' (which is not Steering Group Membership) shall be open to people living in the UK upon payment of an annual membership fee, at the discretion of the Steering Group. KONP may refuse membership or terminate an individual's membership should it consider that their membership or continued membership will compromise the integrity of the organisation, subject to the Grievance Procedure.

(b) If a KONP Individual Member fails to pay their membership fee by three months after the renewal date that individual will cease to be a KONP Individual Member. The individual must have received one reminder to their usual contact address. The onus is on KONP Individual Members to ensure their contact details held by KONP are up to date.

28.3 The Steering Group may at its discretion levy subscriptions on associate members at such rate or rates as they shall decide.

Individual Member Annual Meeting

28.4 Subject to Article 28.8, the Company must hold a meeting for the KONP Individual Members within 18 months of incorporation and afterwards once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next (the "**Individual Member Annual Meeting**"). This meeting shall not be a general meeting of the company.

28.5 The Individual Member Annual Meeting shall be held at such time and place as the Executive Committee thinks fit (including, whether partially or entirely, by way of telephone, or other electronic or virtual means as decided by the Executive Committee in accordance with rules determined by the Executive Committee), provided that the Executive Committee shall provide at least two months' advance notice of the Individual Member Annual Meeting to the KONP Local Groups, KONP Affiliates, KONP Individual Members and the Steering Group Members (each of whom shall be entitled to attend).

28.6 At the Individual Member Annual Meeting one of the Co-Chairs will present a report on the activities of KONP during the previous twelve months and the Treasurer will present the accounts. KONP Individual Members, although not company law members, will have the opportunity to question the Officers and Executive Committee about any aspects of the activities of the Company.

28.7 Motions from KONP Local Groups, KONP Affiliates and KONP Individual Members can be put to the Individual Member Annual Meeting. These should be submitted five weeks before the meeting and circulated to all Steering Group Members at least three weeks before the meeting. Any substantive motion must be submitted no less than one week before the meeting, although later amendments and urgent motions under exceptional circumstances will be dealt with by discretion of the Co-Chairs. The Steering Group and Executive Committee may arrange for motions from individuals to be composited to ensure the efficient use of time. Motions and amendments will be voted on by a show of hands. All motions passed at the Individual Member Annual Meeting will come before the next Steering Group for further discussion and such action as the Steering Group may consider appropriate.

28.8 The Executive Committee may, at its discretion, suspend the requirement to hold an Individual Member Annual Meeting within the time limits specified in Article 28.4 for a particular calendar year, if they consider that due to circumstances beyond their control holding the Individual Member Annual Meeting within those time limits would pose significant safety or other risks to the Company, the Executive Committee Members and/or the Steering Group Members, or would be in breach of any relevant laws or regulations. The Executive Committee must keep any suspension under regular review and must endeavour to arrange the Individual Member Annual Meeting for later in the calendar year, once they consider it to be safe and practicable to do so. If they do not consider it to be safe and practicable to rearrange the Individual Member Annual Meeting in the same calendar year, the Executive Committee may decide that no Individual Member Annual Meeting shall be held in that calendar year and must make such arrangements as they think fit to deal with any business ordinarily dealt with at the Individual Member Annual Meeting.

ORGANISATION OF GENERAL MEETINGS

29. **General meetings**

29.1 General meetings, being meetings of the Steering Group acting in their capacity as company law members of the Company, shall be conducted in accordance with the Standing Orders, these Articles and the Companies Acts.

29.2 Meetings may be held in person or on line/virtually, or as hybrid meetings.

29.3 The Executive Committee may call a general meeting at any time. The Steering Group will normally meet bi-monthly but no less than five times per year. At least two of these meetings will be outside London.

29.4 The Executive Committee must call a general meeting if required to do so by the Steering Group Members either:

29.4.1 under the Companies Acts; or

29.4.2 if a minimum of eight Steering Group Members call for an extra-ordinary general meeting of the Steering Group by making a written request for such a meeting to the Co-Chairs. The Co-Chairs will arrange an extra-ordinary general meeting within 4 weeks.

30. **Length of notice**

30.1 All general meetings must be called by either:

30.1.1 at least 14 Clear Days' notice; or

30.1.2 shorter notice if it is so agreed by a majority in number of the Steering Group Members having a right to attend and vote at that meeting.

31. **Contents of notice**

31.1 Every notice calling a general meeting must specify the place, day and time of any in-person meeting and give full details for access to any virtual meeting and the general nature of the business to be transacted.

31.2 If the general meeting is to be a Hybrid Meeting, the notice must contain the information specified in Article 34.9.2.

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

31.4 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the Steering Group Member of their or its rights to appoint another person as their or its proxy at a meeting of the Company.

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

32. **Service of notice**

Notice of general meetings must be given to every Steering Group Member, to the Executive Committee Members and to the auditors of the Company.

33. **Postponement**

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

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

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

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

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

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

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

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

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

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

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

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

34.6 ***Hybrid Meetings and Remote Attendance***

34.7 A Hybrid Meeting is a general meeting where the Executive Committee has made arrangements to enable those attending the meeting to exercise their rights to speak and/or vote at the meeting either by physical attendance at the place specified in the notice of the meeting (“the Primary Location”) or by Remote Attendance.

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

34.9 In the case of a Hybrid Meeting:

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

(a) references in the Articles to a person attending and being present or present in person at the general meeting, including without limitation in relation to the quorum for the meeting and rights to vote at the meeting, shall be treated as including a person attending the meeting by Remote Attendance, unless the Articles expressly provide to the contrary; and

(b) references in these Articles to the place of a general meeting shall be treated as references to the Primary Location;

34.9.2 the Executive Committee must ensure that the notice of a Hybrid Meeting includes:

(a) details of the Primary Location; and

(b) details of the arrangements for Remote Attendance and any restrictions on Remote Attendance;

34.9.3 the Executive Committee may decide:

(a) how those attending via Remote Attendance may communicate with the meeting for example by communicating with the chair in Writing using an electronic platform;

(b) how those attending via Remote Attendance may vote;

34.9.4 the arrangements for Remote Attendance may be changed or withdrawn in advance of the meeting by the Executive Committee, who must give the Steering Group Members as much notice as practicable of the change; and

34.9.5 in the event of technical failure during the meeting the chair of the meeting may adjust or withdraw the arrangements for Remote Attendance and/or adjourn the meeting.

35. Quorum for general meetings

35.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.

35.1.1 The quorum shall be fifteen Steering Group Members present in person or by proxy or by their authorised representative in the case of a Corporate Member and entitled to vote on the business to be transacted.

35.2 If both a Steering Group Member and their proxy are present at a general meeting, only the Steering Group Member shall be counted in the quorum for the purposes of this Article 40. If two or more persons present at a general meeting are authorised representatives of the same Corporate Member they shall together count as one person for the purposes of Article 35.1.1.

35.3 Subject to Article 35.4, if:-

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

35.3.2 during the meeting a quorum ceases to be present;

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

35.4 If the meeting has been called by the Steering Group Members, or in response to the Steering Group Members requiring the Executive Committee to call a meeting under the Companies Acts, if:

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

35.4.2 during the meeting a quorum ceases to be present;

35.4.3 the meeting shall be dissolved.

36. Chairing general meetings

36.1 One of the Co-Chairs (if any) or in their absence some other Executive Committee Member nominated by the Executive Committee shall preside as chair of every general meeting. The chair of the meeting may attend the meeting by Remote Attendance.

36.2 If neither of the Co-Chairs nor any Executive Committee Member nominated in accordance with Article 36.1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Executive Committee present shall elect one of their number to chair the meeting and, if there is only one Executive Committee Member present and willing to act, they shall be chair of the meeting.

36.3 If no Executive Committee Member is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the Steering Group Members present in person, or via their authorised representative if a Corporate Member, or by proxy and entitled to vote must choose one of the Steering Group Members or authorised representatives of Corporate Members present in person at the Primary Location to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a Steering Group Member entitled to vote shall not be entitled to be appointed chair of the meeting under this Article 36.3.

37. Attendance and speaking by Executive Committee Members and non-Steering Group Members

37.1 Executive Committee Members shall be Steering Group Members and may attend and speak at general meetings as such.

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

38. Adjournment

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

38.1.1 if the meeting consents to an adjournment; or

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

38.1.3 otherwise in accordance with these Articles.

38.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

38.3 When adjourning a general meeting, the chair of the meeting must:

38.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Executive Committee; and

38.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

38.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 Clear Days' notice of it:

38.4.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

38.4.2 containing the same information which such notice is required to contain.

38.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

39. **Voting: general**

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

39.2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution:

39.2.1 has or has not been passed; or

39.2.2 passed with a particular majority;

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with these Articles is also conclusive evidence of that fact without such proof.

40. **Votes**

Votes on a show of hands

40.1 On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each:

40.1.1 each Steering Group Member present in person provided only one representative from each group has the right to vote; and

40.1.2 (subject to Article 45.3) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution; and

40.1.3 each authorised representative of a Corporate Member present;

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

Votes on a poll

40.2 On a vote on a resolution which is carried out by a poll, requiring the counting of each individual vote held by a Steering Group Member (whether exercised by that Steering Group Member or otherwise, for example by proxy) as opposed to a show of hands, the following persons have one vote each:

40.2.1 every Steering Group Member present in person; subject to only one representative per group is able to vote;

40.2.2 every Steering Group Member present by proxy (subject to Article 45.3); and

40.2.3 every authorised representative of a Corporate Member (subject to Article 40.3) present.

40.3 On a vote on a resolution at a meeting which is carried out by a poll, if more than one authorised representative of a Corporate Member purports to vote on behalf of the same Corporate Member:

40.3.1 if they purport to vote in the same way, they will be treated as having cast one vote between them; and

40.3.2 if they purport to vote in different ways they are treated as not having voted.

General

40.4 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote they may have.

40.5 No Steering Group Member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Company have been paid.

41. Errors and disputes

41.1 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.

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

42. Poll votes

42.1 A poll on a resolution may be demanded:

42.1.1 in advance of the general meeting where it is to be put to the vote; or

42.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

42.2 A poll may be demanded by:

42.2.1 the chair of the meeting;

42.2.2 the Executive Committee;

42.2.3 two or more persons having the right to vote on the resolution;

42.2.4 any person, who, by virtue of being appointed proxy or authorised representative of a Corporate Member for one or more Steering Group Members having the right to vote on the resolution, holds two or more votes; or

42.2.5 a person or persons representing not less than one tenth of the total voting rights of all the Steering Group Members having the right to vote on the resolution.

42.3 A demand for a poll may be withdrawn if:

42.3.1 the poll has not yet been taken; and

42.3.2 the chair of the meeting consents to the withdrawal.

43. **Procedure on a poll**

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

Results

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

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

Timing

43.4 A poll on:

43.4.1 the election of the chair of the meeting; or

43.4.2 a question of adjournment;

must be taken immediately.

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

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

Notice

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

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

44. Proxies

Power to appoint

44.1 A Steering Group Member (including a Corporate Member) is entitled to appoint another person as their proxy to exercise all or any of their rights to attend and speak and vote at a meeting of the Company. A proxy must vote in accordance with any instructions given by the Steering Group Member by whom the proxy is appointed.

Manner of appointment

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

44.2.1 states the name and address of the Steering Group Member appointing the proxy;

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

44.2.3 is signed by or on behalf of the Steering Group Member appointing the proxy, or is authenticated in such manner as the Executive Committee may determine; and

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

44.3 A proxy for a Steering Group Member representing an unincorporated organisation under Article 26.3 may be appointed by the Steering Group Member or by the organisation which they represent.

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

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

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

- 44.6.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- 44.6.2 appointing that person as a proxy in relation to any adjournment or postponement of the general meeting to which it relates as well as the meeting itself.

45. **Delivery of Proxy Notices**

45.1 The Proxy Notification Address in relation to any general meeting is:

- 45.1.1 the registered office of the Company; or
- 45.1.2 any other Address or Addresses specified by the Company as an Address at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form; or
- 45.1.3 any electronic Address falling within the scope of Article 45.2.

45.2 If the Company gives an electronic Address:

- 45.2.1 in a notice calling a meeting;
- 45.2.2 in an instrument of proxy sent out by it in relation to the meeting; or
- 45.2.3 in an invitation to appoint a proxy issued by it in relation to the meeting;

it will be deemed to have agreed that any Document or information relating to proxies for that meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice). In this Article 45.2, Documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

Attendance of Steering Group Member

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

Timing

45.4 Subject to Articles 45.5 and 45.6, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates.

45.5 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.

45.6 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:

45.6.1 received in accordance with Article 45.4; or

45.6.2 given to the chair, Secretary (if any) or any Executive Committee Member at the meeting at which the poll was demanded.

Interpretation

45.7 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 45.

Revocation

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

45.9 A notice revoking the appointment of a proxy only takes effect if it is received before:

45.9.1 the start of the meeting or adjourned or postponed meeting to which it relates; or

45.9.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

Execution

45.10 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

46. Written resolutions

46.1 The Steering Group Members may pass written resolutions in accordance with the Companies Acts.

General

46.2 Subject to this Article 46 a written resolution agreed by:

46.2.1 Steering Group Members representing a simple majority; or

46.2.2 (in the case of a special resolution) Steering Group Members representing not less than 75%;

of the total voting rights of eligible Steering Group Members shall be effective.

On a written resolution each Steering Group Member shall have one vote.

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

46.4 A Steering Group Members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

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

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

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

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

Signifying agreement

46.9 A Steering Group Member signifies his or her agreement to a proposed written resolution when the Company receives from him or her (or from someone acting on his or her behalf) an authenticated Document:

46.9.1 identifying the resolution to which it relates; and

46.9.2 indicating the Steering Group Member's agreement to the resolution.

46.10 For the purposes of Article 46.9:

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

46.10.2 a 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.

46.11 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

47. Communications by the Company

Methods of communication

47.1 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:

47.1.1 in Hard Copy Form;

47.1.2 in Electronic Form; or

47.1.3 by making it available on a website.

47.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Executive Committee may decide what agreement (if any) is required from the recipient.

47.3 Subject to the Articles, any notice or Document to be sent or supplied to an Executive Committee Member in connection with the taking of decisions by Executive Committee may also be sent or supplied by the means which that Executive Committee Member has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

47.4 A Steering Group Member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.

47.5 Where any Document or information is sent or supplied by the Company to the Steering Group Members:

47.5.1 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;

47.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

47.5.3 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.

47.6 Subject to the Companies Acts, an Executive Committee Member or any other person (other than in their capacity as a Steering Group Member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

47.7 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:

47.7.1 if the Document or information has been sent to a Steering Group Member 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 Steering Group Member's postal address as shown in the Company's register of Steering Group Members, but may in its discretion choose to do so;

47.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the Steering Group Member's postal address as shown in the Company's register of Steering Group Members (if any), or in the case of a recipient who is not a Steering Group Member, to the last known postal address for that person (if any); and

47.7.3 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

47.8 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.

47.9 Notices of general meetings need not be sent to a Steering Group Member who does not register an Address with the Company, or who registers only a postal address

outside the United Kingdom, or to a Steering Group Member for whom the Company does not have a current Address.

48. Communications to the Company

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

49. Irregularities

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

50. Minutes

50.1 The Executive Committee and Steering Group shall cause minutes to be made in books kept for the purpose or digitally:

50.1.1 of all appointments of Officers made by the Steering Group;

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

50.1.3 of all proceedings at meetings of the Company and of the Executive Committee, and of committees of Executive Committee, including the names of the Executive Committee Members present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Executive Committee 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 Steering Group Member or Executive Committee Member of the Company, be sufficient evidence of the proceedings.

51. Records and accounts

51.1 The Executive Committee shall comply with the requirements of the Companies Acts as to maintaining a Steering Group Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:

51.1.1 annual reports;

51.1.2 annual statements of account; and

51.1.3 annual returns or confirmation statements.

52. Exclusion of model articles

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

AMENDMENTS TO THESE ARTICLES

53. **Amendments to these Articles**

53.1 These Articles may only be amended:

53.2 by special resolution passed by the Steering Group Members of the Company; and

53.2.1 where the class of Steering Group Members specified in Article 53.2 has received at least 28 days' prior written notice of the proposed change to the Articles.

WINDING UP

54. **Winding up and merger**

54.1 A resolution proposing the merger, winding-up or dissolution of the Company should be notified to the Steering Group 6 weeks in advance of a meeting of the Steering Group. The Steering Group Members may call for an extra-ordinary general meeting to discuss the issue, and no resolution as to merger or dissolution shall be made until the proposal is discussed at a second general meeting by the Steering Group in order to allow reasonable time for due consideration and consultation.

54.2 Any resolution relating to the merger, winding-up, or dissolution of the Company shall require a majority of two thirds, at a second general meeting pursuant to Article 54.1.

54.3 In the event of the merger of the Company, the Company may only be merged with a political, charitable or not-for-profit organisation that in the reasonable belief of the Steering Group has aims which are compatible with those of the Company.

54.4 In the event of the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Steering Group Members (except to a Steering Group Member that qualifies under this Article) but shall be transferred to a political, charitable or not-for-profit organisation that in the reasonable belief of the Steering Group has aims which are compatible with those of the Company.

SCHEDULE

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

| <u>Term</u> | <u>Meaning</u> |
|---|--|
| 1.1 “Address” | includes any number or address used for the purpose of sending or receiving documents by electronic means; |
| 1.2 “the Articles” | means these articles of the Company; |
| 1.3 “Clear Days” | in relation to the period of a notice means 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; |
| 1.4 “Co-Chair” | has the meaning given in Article 15; |
| 1.5 “Companies Act” | has the meaning given to it in s.2 of the Companies Act 2006; |
| 1.6 “Company” | means KONP; |
| 1.7 “Co-Opted Steering Group Member” | has the meaning given in Article 28.2.1;; |
| 1.8 “Document/s” | includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form; |
| 1.9 “Electronic Form” and “Electronic Means” | have the meanings respectively given to them in Section 1168 of the Companies Act 2006; |
| 1.10 “Executive Committee” | the board of directors (also known as the Executive Committee Members); |
| 1.11 “Executive Committee Member” | a director of the Company, and includes any person occupying the position of director, by whatever name called; |
| 1.12 “Grievance Procedure” | the Grievance Procedure adopted by the Company from time to time; |
| 1.13 “Hard Copy” and “Hard Copy Form” | have the meanings respectively given to them in the Companies Act 2006; |
| 1.14 “Hybrid Meeting” | has the meaning given in Article 34.7; |
| 1.15 “KONP Affiliate” | means an affiliate organisation associate member of the Company admitted pursuant to Article 28 and any relevant rules of the Company; |

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| 1.16 | “KONP Individual Member” | means an individual associate member of the Company admitted pursuant to Article 28 and any relevant rules of the Company; |
| 1.17 | “KONP Local Group” | means local group associate member of the Company admitted pursuant to Article 28 and any relevant rules of the Company; |
| 1.18 | “Public Holidays” | 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; |
| 1.19 | “Remote Attendance” | means remote attendance at a general meeting by such means as are approved by the Executive Committee in accordance with Article 34.9.3; |
| 1.20 | “Secretary” | means the secretary of the Company, if any; |
| 1.21 | “Standing Orders” | the Standing Orders adopted by the Company from time to time; |
| 1.22 | “Steering Group Member/s” | means a company law member/s of the Company as defined in Article 26; |
| 1.23 | “Steering Group Membership” | means company law membership of the Company; |
| 1.24 | “Supporting Affiliate” | means supporting affiliate organisation which is an associate member of the Company admitted pursuant to Article 28 and any relevant rules of the Company; |
| 1.25 | “Writing” | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise. |

2. Subject to paragraph 2 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.