

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

**The Association of Directors of Environment, Economy,
Planning & Transport**

Company No:



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Articles of Association of The Association of Directors of Environment, Economy, Planning & Transport

Company No:

INTERPRETATION

1. Defined terms

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

OBJECTS AND POWERS

2. Objects

2.1 The objects of the Company are:

2.1.1 to promote the acquisition and exchange of knowledge and experience in the management, science and technology of transport and digital connectivity, strategic planning and the development of sustainable communities, the environment including climate change, resource and waste management, economic recovery / renewal and related activities; and

2.1.2 to advance such other objects as the Directors from time to time decide.

3. Powers

3.1 To further its objects the Company may:

3.1.1 consult with, influence and co-operate with kindred bodies concerned with the objects;

3.1.2 serve and advise strategic local authorities in England, and collaborate with local authorities, or representative bodies of the same in Wales, Scotland and Northern Ireland in all matters pertaining to their duties;

3.1.3 maintain such contact with appropriate departments of government and sub-national, national and international bodies as may be necessary for the proper pursuit of the objects;

3.1.4 consult and co-operate with similar bodies and organisations concerned with the objects;

3.1.5 provide and assist in the provision of money, materials or other help;

3.1.6 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

- 3.1.7 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.1.8 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.1.9 provide or procure the provision of advice;
- 3.1.10 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations;
- 3.1.11 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.12 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.1.13 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit;
- 3.1.14 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation;
- 3.1.15 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.16 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.17 arrange for investments or other property of the Company to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.18 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.19 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.20 accept (or disclaim) gifts of money and any other property;
- 3.1.21 raise funds by way of subscription, donation or otherwise;
- 3.1.22 trade in the course of carrying out the objects of the Company and carry on any other trade;
- 3.1.23 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.24 subject to Article 4 (Limitation on private benefits):
 - (a) engage and pay employees, consultants and professional or other advisers; and
 - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;

- 3.1.25 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property;
- 3.1.26 become a member, associate or affiliate of or act as trustee or director or appoint directors or trustees of any other organisation;
- 3.1.27 undertake and execute charitable and other trusts;
- 3.1.28 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Company;
- 3.1.29 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.30 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.31 pay out of the funds of the Company the costs of forming and registering the Company;
- 3.1.32 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Company;
- 3.1.33 to the fullest extent permitted by law provide indemnity insurance for the Directors or any other officer of the Company; and
- 3.1.34 do all such other lawful things as may further the Company's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

Application of income and property

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

Permitted benefits to members

- 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 member of the Company unless the payment is permitted by Articles 5 or 6.

5. Remuneration of Directors and Directors' expenses

Remuneration

- 5.1 Directors or a person who is Connected with a Director may undertake any services for the Company that the Directors decide.
- 5.2 Directors or a person who is Connected with a Director are entitled to such reasonable and proper remuneration as the Directors determine—
 - 5.2.1 in relation to Directors, for their services to the Company as Directors, and

- 5.2.2 for any other service which they undertake for the Company.
- 5.3 Subject to the Articles, a Director's, or a person who is Connected with a Director, remuneration may—
 - 5.3.1 take any form, and
 - 5.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director or person who is Connected with a Director.
- 5.4 Unless the Directors decide otherwise, Directors' or a person who is Connected with a Directors' remuneration accrues from day to day.
- 5.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

Directors' expenses

- 5.6 The Company may pay any reasonable expenses which the Directors or a person who is Connected with a Director properly incur in connection with their attendance at—
 - 5.6.1 meetings of Directors or committees of Directors,
 - 5.6.2 general meetings of the Company,or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

6. Other benefits

- 6.1 A Director may receive the following benefits from the Company:
 - 6.1.1 a Director or a person who is Connected with a Director may receive interest at a reasonable and proper rate on money lent to the Company;
 - 6.1.2 a Director or a person who is Connected with a Director may receive reasonable and proper rent for premises let to the Company;
 - 6.1.3 the Company may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.33; and
 - 6.1.4 a Director or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 8;provided that where benefits are conferred under Article 6, Article 22 (Conflicts of Interest) must be complied with by the relevant Director in relation to any decisions regarding the benefit.

LIMITATION OF LIABILITY AND INDEMNITY

7. Liability of members

7.1 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:

7.1.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a member;

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

7.1.3 adjustment of the rights of the contributories among themselves.

8. Indemnity

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director 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; and every other officer of the Company may 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.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

9. Directors' general authority

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

10. Chair

The President shall be the Chair. If the President is absent from a Directors' meeting, the Directors who are present may appoint one of their number to be the Chair of the Directors for that meeting.

11. Directors may delegate

11.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.

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

11.3 Any delegation by the Directors may be:

11.3.1 by such means;

11.3.2 to such an extent;

- 11.3.3 in relation to such matters or territories; and
- 11.3.4 on such terms and conditions;
as they think fit.
- 11.4 The Directors 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.
- 11.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 11.6 The Directors 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.

12. **Committees**

- 12.1 In the case of delegation to committees:
 - 12.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 12.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify;
 - 12.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;
 - 12.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - 12.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.
- 12.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

13. **Delegation of day to day management powers**

- 13.1 In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:
 - 13.1.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;
 - 13.1.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and

13.1.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

14. **Power to change name of Company**

14.1 The Directors may change the name of the Company at any time by not less than a 75% majority decision of the Directors at a meeting.

DECISION-MAKING BY DIRECTORS

15. **Directors to take decisions collectively**

15.1 Any decision of the Directors must be either:

15.1.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 20); or

15.1.2 a decision taken in accordance with Article 21.

16. **Calling a Directors' meeting**

16.1 Any Director may (and the Secretary, if any, must at the request of any Director) call a Directors' meeting.

16.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

16.2.1 all the Directors agree; or

16.2.2 urgent circumstances require shorter notice.

16.3 Notice of Directors' meetings must be given to each Director.

16.4 Every notice calling a Directors' meeting must specify:

16.4.1 the day and time of the meeting;

16.4.2 the place where all the Directors may physically attend the meeting (if any);

16.4.3 the general nature of the business to be considered at the meeting; and

16.4.4 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

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

16.6 Article 33 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

17. **Participation in Directors' meetings**

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

- 17.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 17.1.2 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, electronic facilities and/or electronic platforms).
- 17.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other. For the avoidance of doubt, a Director participating in a meeting via telephone or other communication in accordance with Article 17.1 shall be treated as being present in person at the meeting for all purposes (including, without limitation, for the purposes of any provisions of the Articles relating to the quorum for the meeting).
- 17.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 18. Quorum for Directors' meetings**
- 18.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 18.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than three, and unless otherwise fixed it is three.
- 18.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint further Directors.
- 19. Chairing of Directors' meetings**
- The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.
- 20. Casting vote**
- 20.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.
- 20.2 Article 20.1 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.
- 21. Majority decisions without a meeting**
- 21.1 A decision is taken in accordance with this Article when at least 80% of the Directors 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.
- 21.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

- 21.3 A decision which is made in accordance with this Article 21 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 21.3.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;
- 21.3.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors (by any means) whether the resolution has been formally approved by the Directors in accordance with this Article 21.3;
- 21.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- 21.3.4 the Recipient must prepare a minute of the decision in accordance with Article 37 (Minutes).

22. **Conflicts of interest**

Declaration of interests

- 22.1 Unless Article 22.2 applies, a Director must declare the nature and extent of:
- 22.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and
- 22.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.
- 22.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

Participation in decision-making

- 22.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.
- 22.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
- 22.4.1 the decision could result in the Director or any person who is Connected with him or her receiving a benefit other than:
- (a) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.33;

- (b) payment under the indemnity set out at Article 8; and
 - (c) a decision to approve a policy in general terms under which the Directors may benefit from remuneration and payment of expenses (provided that no Director may take part in any decision on his or her own remuneration); or
- 22.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary;
- in which case he or she must comply with Article 22.5.
- 22.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 22.5, he or she must:
- 22.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;
 - 22.5.2 not be counted in the quorum for that part of the process; and
 - 22.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

- 22.6 Where a Director has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:
- 22.6.1 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
 - 22.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

23. Register of Directors' interests

The Directors must ensure a register of Directors' interests is kept.

24. Validity of Director 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.

25. Director's discretion to make further rules

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors.

APPOINTMENT AND RETIREMENT OF DIRECTORS

26. Appointment of Directors

26.1 The President, Immediate Past President and the Vice-President(s) shall ex-officio be Directors of the Company.

Minimum age

26.2 No person may be appointed as a Director unless he or she has reached the age of 18 years.

General

26.3 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

27. Disqualification and removal of Directors

27.1 A Director shall cease to hold office if:

27.1.1 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;

27.1.2 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

27.1.3 notification 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 (but only if at least three Directors will remain in office when such resignation has taken effect);

27.1.4 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason;

27.1.5 the Director ceases to hold the position of President, Immediate Past President or Vice-President, as applicable;

27.1.6 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Directors; or

27.1.7 he or she ceases to be a member of the Company.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

28. Directors as members

28.1 The Directors from time to time shall be the only members of the Company.

28.2 A Director shall become a member on becoming a Director. All new Directors are treated as having agreed to become members of the Company.

28.3 The names of the members of the Company must be entered in the register of members.

29. **Termination of membership**

29.1 A member shall cease to be a member if he or she ceases to be a Director.

29.2 Membership is not transferable and shall cease on death.

30. **Associate members**

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

DECISION-MAKING BY MEMBERS

31. **Members' Meetings**

31.1 The Directors may call a general meeting of the members at any time.

31.2 Such meetings must be called and held in accordance with the provisions regarding such meetings in the Companies Acts.

31.3 The quorum for general meetings is two or one-third of the total number of members, whichever is the greater.

WRITTEN RESOLUTIONS

32. **Written resolutions**

The members may pass written resolutions in accordance with the Companies Acts.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

33. **Communications by the Company**

Methods of communication

33.1 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:

33.1.1 in Hard Copy Form;

33.1.2 in Electronic Form; or

- 33.1.3 by making it available on a website.
- 33.2 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 Directors may decide what agreement (if any) is required from the recipient.
- 33.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors 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

- 33.4 A 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.
- 33.5 Where any Document or information is sent or supplied by the Company to the members:
- 33.5.1 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;
- 33.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 33.5.3 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.
- 33.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a 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

- 33.7 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:
- 33.7.1 if the Document or information has been sent to a 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 member's postal address as shown in the Company's register of members, but may in its discretion choose to do so;
- 33.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in

the case of a recipient who is not a member, to the last known postal address for that person (if any); and

- 33.7.3 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

- 33.8 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.

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

34. Communications to the Company

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

35. Secretary

- 35.1 A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

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

- 35.1.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

36. 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.

37. Minutes

- 37.1 The Directors must ensure minutes are made:

- 37.1.1 of all appointments of officers made by the Directors;

- 37.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

37.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

38. Records and accounts

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

38.1.1 annual reports;

38.1.2 annual statements of account; and

38.1.3 annual returns or confirmation statements.

39. Exclusion of model articles

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

WINDING UP

40. Winding up

40.1 At any time before, and in expectation of, the winding up or dissolution of the Company, the Directors may resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Company be applied or transferred in any of the following ways:

40.1.1 directly for the objects of the Company; or

40.1.2 to any institution or institutions:

(a) for purposes similar to the objects of the Company; or

(b) for use for particular purposes that fall within the objects of the Company.

40.2 In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company under this Article 40.

SCHEDULE

INTERPRETATION – DEFINED TERMS

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

	Term	Meaning
1.1	"Address"	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	"Articles"	the Company's articles of association;
1.3	"Chair"	has the meaning given in Article 10;
1.4	"Company"	The Association of Directors of Environment, Economy, Planning & Transport;
1.5	"Clear Days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.6	"Companies Acts"	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.7	"Connected"	<p>in relation to a Director means any person falling within any of the following categories:</p> <ul style="list-style-type: none">(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Director; or(b) the spouse or civil partner of any person in (a); or(c) any other person in a relationship with the Director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or(d) any company (private or public), partnership, local authority, council or firm of which the Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
1.8	"Director"	a director of the Company, and includes any person occupying the position of director, by whatever name called; and
1.9	"Document"	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or

- supplied in Electronic Form;
- 1.10 **"Electronic Form" and "Electronic Means"** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.11 **"Hard Copy" and "Hard Copy Form"** have the meanings respectively given to them in the Companies Act 2006;
- 1.12 **"Immediate Past President"** the person in office as President of the Company immediately preceding the current President from time to time;
- 1.13 **"President"** the current president of the Company from time to time, as appointed in accordance with the regulations made by the Directors in accordance with Article 30;
- 1.14 **"Public Holiday"** 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;
- 1.15 **"Secretary"** the secretary of the Company (if any);
- 1.16 **"Vice-President"** any serving vice-president of the Company appointed in accordance with the regulations made by the Directors in accordance with Article 30; and
- 1.17 **"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 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.