

No. 2182018

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM
and
ARTICLES OF ASSOCIATION

of

BAR MUTUAL INDEMNITY FUND LIMITED

Incorporated in England on 21st October, 1987

(New Memorandum and Articles of Association adopted by
Special Resolution passed on 1st December, 1987 and
Special Resolution passed on 23rd November, 1988)

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
OF
BAR MUTUAL INDEMNITY FUND LIMITED

(As altered by a Special Resolution passed on the 1st day of December 1987)

1. The Company's name is "BAR MUTUAL INDEMNITY FUND LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - (A) To carry on generally, without limitation, on the mutual principle or otherwise, insurance business include: -
 - (i) the business of effecting and carrying out contracts of insurance against the risks of any self-employed or retired barrister or present or former pupil or of any present or former clerk or of any other person employed or formerly employed by any such barrister or any Entity ~~or any Legal Advice Centre~~ or any employed barrister providing legal services through a Free Legal Advice Centre incurring liability to pay damages, compensation and associated costs and expenses to third parties in respect of any and every description of civil liability whatsoever arising out of or in any way in connection with any profession, practice, business, occupation, employment, service or appointment and against any other risks the insurance of which is customarily undertaken in conjunction with or is incidental to any such business;
 - (ii) the insurance generally of any self-employed or retired barrister or present or former pupil or of any other person employed or formerly employed by any such barrister or any Entity ~~or any Legal Advice Centre~~ or any employed barrister providing legal services through a Free Legal Advice Centre against any liabilities incurred to third parties in respect of the carrying out of any profession, practice, business, occupation, employment, service or appointment which are usually or are usually or properly covered by or included in insurance contracts and so that every such insurance shall be undertaken by the Company either as such or for the account of any separate class of members of the Company and, in the last mentioned case, on terms that no member of any other separate class shall be liable to contribute in respect thereof and to reinsure any risk so insured by the Company;
 - (iii) the business of effecting and carrying out contracts of insurance against risks of loss to any self-employed or retired barrister or present or former pupil or of any present or former clerk or of any other person employed or formerly employed by any such barrister or any Entity ~~or~~

~~any Legal Advice Centre~~ or any employed barrister providing legal services through a Free Legal Advice Centre attributable to his incurring legal expenses (including costs of litigation) arising out of or in any way in connection with (i) and (ii) above;

- (iv) if and to the extent that the Company considers it to be in the interests of the practising Bar as a whole or of the public or of the Company and on such terms as the Company may think fit, the indemnification, in respect of any such risks, liabilities, costs and expenses as mentioned in the preceding sub-clauses, of any self-employed or retired barrister or present or former pupil or of any present or former clerk or of any other person employed or formerly employed by any such barrister or any Entity ~~or any Legal Advice Centre~~ or any employed barrister providing legal services through a Free Legal Advice Centre, notwithstanding that he may not have been entered as a member with or insured in respect of the same with the Company and notwithstanding that the same may fall outside the scope of or within the exclusions contained in any insurance which may be afforded to him by the Company.
- (B) Generally without any limitation to carry on professional indemnity and related legal expenses insurance business and to reinsure or accept reinsurance of any risk insured or which could be insured by the Company.
- (C) To pay, satisfy or compromise any claims made by any third party against any self-employed or retired barrister or present or former pupil or any present or former clerk or any other person employed or formerly employed by any barrister or any Entity ~~or any Legal Advice Centre~~ or any employed barrister providing legal services through a Free Legal Advice Centre or by any of the latter against the Company which it may be deemed expedient to pay, satisfy or compromise, whether or not the same may be valid in law, and to make gratuitous payments to any such third party or any such barrister, pupil, clerk or person employed or to any assignee, chargee, legal personal representative, trustee in bankruptcy or liquidator of any of the same in relation to any insurance contract entered into by the Company, or in relation to any such risks, liabilities, costs and expenses as mentioned in sub-clause (A) or (B).
- (D) To join and co-operate with or become a member of any society, committee or association having for its object or including in its objects the defence, protection or advancement of the interests of barristers, solicitors and other professions or their businesses or practices or of insurers and to support or contribute to the funds of any such society, committee or association.
- (E) To consider all questions connected with the businesses or practices of barristers, solicitors or other professions or insurance relating thereto to collect or circulate statistics relating thereto and generally to supply information and advice relating thereto, or to the interest of any member therein and to promote or oppose legislative or other measures affecting the same.
- (F) To carry on any other business which in the opinion of the Directors is capable of being conveniently carried on in connection with or as ancillary to any of

the businesses of the Company or which is calculated directly or indirectly to enhance the value of or render profitable any property of the Company or to further any of its objects.

- (G) Subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit.
- (H) To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company shall not undertake any permanent trading activities in raising funds for the above mentioned charitable objects.
- (I) To lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company.
- (J) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable or mercantile instruments.
- (K) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.
- (L) To invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.
- (M) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects.
- (N) Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects.
- (O) Subject to Clause 6 hereof to employ and pay such architects, surveyors, solicitors and other professions persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company.
- (P) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.

- (Q) To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Island or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 6 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such charitable organisation, institution, society or body.
- (R) To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company.
- (S) To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate.
- (T) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.
- (U) To do all such lawful things as are considered to be necessary for or incidental to the attainment of the above objects or any of them.

In this clause “company”, except where used in reference to this Company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere, “person” shall include any company as well as any other legal or natural person, “securities” shall include any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, “and” and “or” shall mean “and/or” where the context so permits, “other” and “otherwise” shall not be construed ejusdem generis where a wider construction is possible, and the objects specified in the different sub-clauses of this clause shall not, except where the context expressly requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of those sub-clauses defined the objects of a separate distinct and independent company.

- 4. The liability of the members is limited.
- 5. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company’s assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Company’s debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

6. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association (including, without limiting the generality of the foregoing, meeting insurance claims of its insureds) and no portion thereof shall otherwise be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, and no Director of the Company shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing herein shall prevent the provision by the Company of refreshments during meetings of Directors or any payment in good faith by the Company:-

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a Director of the Company) for any services rendered to the Company;
 - (b) of interest on money lent by any member of the Company or any Director of the Company at a reasonable and proper rate per annum not exceeding 2 per cent. less that the published base lending rate of a clearing bank to be selected by the Directors;
 - (c) of reasonable and proper rent for premises demised or let by any member of the Company or any Director of the Company;
 - (d) of fees, remuneration or other benefit in money or money's worth to any company of which any Director of the Company may also be a member holding not more than 1 /100th part of the capital of that company; and
 - (e) to any Director of the Company of reasonable out-of-pocket expenses.
7. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be distributed among those who are at the commencement of the liquidation or have been at any time in the previous six years members of the Company, pro rata to the total of their contributions paid to the Company during the previous six years.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

Names and address of Subscribers

1. Instant Companies Limited
2 Baches Street
London N1 6UB
2. Swift Incorporations Limited
2 Baches Street
London N1 6UB

Dated 14th August, 1987

Witness to the above Signatures:- Terry Jayne
2 Baches Street
London N1 6UB

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION

of

BAR MUTUAL INDEMNITY FUND LIMITED

(as adopted by Special Resolutions dated 1st December, 1987 and 23rd December, 1988 and as amended by Special Resolution dated _____ 2015)

GENERAL

1. The model articles for private companies limited by guarantee set out in Schedule 2 of the Companies (Model Articles) Regulations 2008 (the ‘**Model Articles**’), as excluded or modified by the following articles, together constitute the articles of association of the Company (the ‘**Articles**’).
2. For the avoidance of doubt, references in the Articles:
 - (A) to a numbered Article are to a numbered Article as set out in this document; and
 - (B) to a numbered article of the Model Articles are to the article as numbered in the Model Articles immediately upon the coming into force of the Companies (Model Articles) Regulations 2008.
3. Articles 2, 11(2), 14, 15, 19, 21, 22, 30(2)(c), 38 and 39 of the Model Articles shall not apply to the Company.
4. In these Articles the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof if not inconsistent with the subject or context:

WORDS	MEANINGS
“These Articles”	as defined in Article 1
“Auditor or Auditors”	the Auditor or Auditors of the company appointed of the pursuant to Articles 62 and 64 below and for the time being in office
“Bar Council”	the General Council of the Bar of England and Wales
“Barrister”	a member of the Bar of England and Wales
“BSB”	Bar Standards Board
“BSB Handbook”	Handbook published by the BSB as amended from time

	to time
“Chambers”	the professional chambers of which a Barrister is a member at the address set out in the Cover Note issued to that Barrister or at any other address at which that Barrister may in the past have practised or to which that Barrister may move, including in either case any annex thereof
“Company”	Bar Mutual Indemnity Fund Limited
“Contribution”	a sum payable to the Company in respect of insurance pursuant to the Rules
“Cover Note”	a cover note issued by the Company pursuant to the Rules
“Directors”	the Board of Directors for the time being of the Company or the Directors present at a duly convened meeting of Directors at which a quorum is present
“Entity”	as defined in the Rules
“European Lawyer”	as defined in the BSB Handbook
“Foreign Lawyer”	as defined in the BSB Handbook
<u>Free Legal Advice Centre</u>	<u>as defined in the Rules</u>
“Liquidator”	includes joint liquidators
“Managers”	the Managers for the time being of the Company
“members”	the members for the time being of the Company
“Month”	calendar month
“Office”	the registered office for the time being of the Company
“Period of Insurance”	the period specified as such in a Cover Note
“Risks”	the risks as described in the Rules from time to time or in a Cover Note issued by the Company
“Rules” or “Rule”	the Rules of the Company referred to in Article 5 as amended from time to time (whether by addition, deletion, variation or substitution) pursuant to these Articles and for the time being in force or any particular Rule as specified
“Registered European Lawyer”	a European Lawyer registered as such by the Bar Council and by an Inn pursuant to a direction of the JRC under

	Regulation 30 of the Consolidated Regulations and who supplies Legal Services from Chambers in England and Wales or as a sole practitioner in England and Wales and who (for the avoidance of any possible doubt) is not employed to supply Legal Services under a contract of employment or by virtue of an office under the Crown or in the institutions of the European Community
“Secretary”	includes a temporary or assistant Secretary and any person appointed by the Board to perform any of the duties of Secretary of the Company
“Self-Employed Barrister”	a practising barrister as defined by the BSB Handbook for the Bar of England and Wales from time to time, but excluding any employed barrister (as therein defined)
“Statutes”	shall mean the Companies Acts as defined in Section 2 of the Companies Act 2006, in so far as they apply to the Company
“The United Kingdom”	Great Britain and Northern Ireland

Words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine gender.

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Statutes or in the Model Articles shall, if not inconsistent with the subject or context, bear the same meanings in these Articles.

BUSINESS

5. Any branch or kind of business which by the Memorandum of Association of the Company or by these Articles is either expressly or by implication authorised to be undertaken by the Company may be so undertaken at such time or times as the Directors think fit, and further suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business.

MEMBERS

6. (A) The number of members of the Company shall be unlimited.
- (B) The members of the Company at the date of adoption of, and such persons as are admitted to membership in accordance with these Articles shall be members of the Company.

(C) Every Barrister who is or intends to be a Self-Employed Barrister, including a Self-Employed Barrister who wishes to practise as a Foreign Lawyer and/or Registered European Lawyer or Entity shall be entitled to apply to be a member of the Company.

(D) Applications for membership of the Company shall be in such form as the Directors may from time to time determine. The Directors shall be at liberty to refuse any application from any person for membership of the Company.

(E) Membership shall not be transferable nor transmissible.

7. (A) A member who is not an Entity or a Free Legal Advice Centre shall cease to be a member, and his name shall be deleted from the register of members, ipso facto:

(i) upon his death;

(ii) upon the expiry of twelve months after he ceases to be a Self-Employed Barrister or Registered European Lawyer (save that a Registered European Lawyer who ceases to practise as a Registered European Lawyer by virtue of becoming a Self-Employed Barrister shall continue to be a member until 12 months after he ceases to be a Self-Employed Barrister) for any reason;

(iii) upon his resignation from membership with the prior written approval of the Company,

and he may not otherwise cease to be a member Provided always that, notwithstanding his ceasing to be a member, such member, his estate and legal personal representatives shall be and remain liable to pay to the Company all such calls, contributions and moneys as under the Rules such member is expressed to be liable to pay.

(B) A member who is an Entity shall cease to be a member, and its name shall be deleted from the register of members, ipso facto:

(i) upon its winding-up or dissolution;

(ii) upon the expiry of twelve months after it ceases to be an Entity for any reason;

(iii) upon its resignation from membership with the prior written approval of the Company,

provided always that, notwithstanding it ceasing to be a member, it shall be and remain liable to pay to the Company all such calls, contributions and moneys as under the Rules such Entity is expressed to be liable to pay.

(C) A member who is a Free Legal Advice Centre shall cease to be a member, and its name shall be removed from the register of members, ipso facto:

(i) upon its winding-up or dissolution;

(ii) upon the expiry of twelve months after it ceases to be a Free Legal Advice Centre for any reason;

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(iii) upon its resignation from membership with the prior written approval of the Company.

RULES

8. The Rules shall be in force from the date of the adoption of these Articles and shall remain in force subject to any alterations thereto or additions therein made as herein provided.
9. (A) The Directors may by resolution alter the Rules (whether by addition, deletion, variation or substitution) in such manner as they in their discretion consider fit, provided that notice of any such alteration shall be given to the members in accordance with the provisions of these Articles as to the service of notice of General Meetings of the Company.

(B) The accidental omission to give the notice referred to in (A) above to, or the non-receipt of such notice by, any member shall not invalidate any alteration to the Rules referred to in such notice.

(C) The Rules may, notwithstanding any other provision of these Articles, be amended by special resolution of the members with immediate effect.
10. Every member of the Company shall comply with, and perform and observe his obligations under, the Rules.
11. Notwithstanding anything contained in these Articles or the Rules, the Directors shall have power by resolution to limit or extend the insurance afforded by the Rules. The power to extend the insurance afforded by the Rules may be applied retrospectively in individual cases which the Directors in their discretion consider to be borderline or within the general purposes of the Company or in cases which the Directors consider otherwise appropriate for the Company to insure ex gratia and in each case on such terms as the Directors may decide.

INSURANCE AND CONTRIBUTIONS

12. An account shall be maintained by the Company in respect of the insurance business of the Company to which shall be debited all payments necessarily or properly made by or on behalf of the Company including all payments of claims, expenses and other outgoings. There shall also be debited to such account the general expenses of the Company as the Directors may determine.
13. The funds necessary to meet the amounts debited to the account referred to in Article 12 above and the funds thought proper to meet, provide for and reserve against outstanding, anticipated and future claims, expenses and outgoings of the Company (including such sums as the Company may be required by any governmental legislation or regulation to set aside to provide an adequate Fund (as defined in the Rules) or to provide an adequate solvency margin in respect of any particular period) shall be provided by Contributions to be made in accordance with the Rules. The Directors shall have the power from time to time to direct that Contributions shall be

paid to the Company at such times and in such amounts as the Directors shall consider necessary or expedient. Any such Contributions may be made payable in one amount or by instalments.

14. (A) Every engagement or liability of a member in respect of any insurance shall for all purposes relating to enforcing such engagement or liability be deemed to be an engagement or liability by or on the part of such member to the Company, and not to any other member or other person and all moneys payable thereunder shall be paid to the Company.

(B) All claims in respect of any insurance shall be made and enforced against the Company only, and not against any member.
15. The Directors may, notwithstanding the provisions of these Articles or of the Rules, accept or vary applications for insurance upon such special terms as to Contributions and as to the nature and extent of the Risks covered and otherwise howsoever as they may think fit. The Directors may also re-insure the whole or any portion of the Risks assumed by the Company upon such terms as they may think fit.

ANNUAL GENERAL MEETING

16. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meeting of the Company and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and the next. The Annual General Meeting shall be held at such time and place as the Directors may determine.

PROCEEDINGS AT GENERAL MEETINGS

17. No business shall be transacted at any General Meeting unless a quorum is present. Save where otherwise provided in these Articles or under the Statutes, five members present either in person or by proxy shall be a quorum.
18. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by the Chairman or by at least three members present in person or by proxy having the right to vote at the meeting. Unless a poll is so demanded a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of proceedings of General Meetings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
19. By virtue of paragraph 23A of Schedule 3 to the Companies Act 2006 (Commencement No 3, Transitional Provisions and Savings) Order 2007 (as amended), the following provision of the articles of association of the Company in force immediately before 1st October 2007 shall continue to have effect in relation to a vote on an ordinary resolution, namely that in the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a further or casting vote.

VOTES OF MEMBERS

20. Every member who is present in person shall have one vote on a show of hands, and upon a poll every member present in person or by proxy shall have one vote.
21. No member shall, unless the Directors otherwise determine, be entitled to vote at any General Meeting, either personally or by proxy, or to exercise any privilege as a member unless all sums presently due from him to the Company have been paid.
22. On a poll votes may be given either personally or by proxy.
23. No person shall be appointed to be a proxy unless he is a member.

DIRECTORS

24. Unless otherwise determined by the Company by ordinary resolution, the number of Directors shall be not less than three nor more than twenty-two. Subject to Article 34 below permitting certain Directors to continue in office until they cease to be members of the Company, all the Directors, except for a maximum of four Directors, shall be Self-Employed Barristers, Registered European Lawyers or Entities.
25. The Directors shall not be entitled to any remuneration by reason of their office.

ALTERNATE DIRECTORS

26. Each Director shall have the power to appoint either another Director or any person approved for that purpose by a resolution of the Directors to act as alternate Director in his place during his absence and may at his discretion remove such alternate Director. Any such appointment may be "special", that is limited to a specific meeting of the Directors or "general", that is effective until determined, and shall in either case cease forthwith upon the passing of any further resolution of the Directors withdrawing approval of the appointment. A person so appointed shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director, while so acting, shall exercise and discharge all the functions, powers and duties as a Director for his appointor in such appointor's absence. Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director, provided that if any Director retires by rotation or otherwise but is re-elected at the same meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force as though he had not retired. A general alternate Director shall be deemed an officer of the Company and not the agent of his appointor. The appointment of a general alternate Director shall not be effective unless and until his consent to act as a Director shall have been received in the prescribed form at the Office.

APPOINTMENT, ROTATION, DISQUALIFICATION AND REMOVAL OF DIRECTORS

27. One-third of the Directors for the time being or if their number is not three or a multiple of three then the number nearest to, but not exceeding, one-third shall retire from office at each Annual General Meeting.
28. Subject to the provisions of the Statutes and of these Articles, the Directors to retire at each Annual General Meeting shall be those Directors who have been longest in office since their last appointment. As between Directors of equal seniority, those Directors to retire shall in the absence of agreement be selected from among them by lot. Subject as aforesaid, a retiring Director shall be eligible for re-appointment and shall act as a Director throughout the meeting at which he retires.
29. The Company may by ordinary resolution at the meeting at which any Director retires in manner aforesaid fill up the vacated office and in default thereof the retiring Director shall if offering himself for re-election be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost.
30. At any General Meeting of the Company a motion for the appointment of two or more persons as Directors by a single resolution shall not be put unless a resolution that it shall be so put has been first agreed to by the meeting without any vote being given against it.
31. No person other than a Director retiring at the meeting shall, unless recommended by the Directors for appointment, be eligible for appointment to the office of Director at any General Meeting unless, not less than seven and not more than forty-five clear days before the day appointed for the meeting, there shall have been given to the Company notice in writing by some member duly qualified to be present and vote at the meeting of his intention to propose such person for appointment and also notice in writing, signed by the person to be proposed, of his willingness to be appointed.
32. The Company may by ordinary resolution increase or reduce the number of Directors and determine in what rotation such increased or reduced number shall go out of office.
33. The Directors may from time to time and at any time appoint any person to be a Director either to fill a casual vacancy or as an additional Director provided that the total number of Directors shall not exceed the maximum number fixed by or in accordance with these Articles. Subject to the provisions of the Statutes, a Director so appointed shall hold office only until the Annual General Meeting following appointment, when he shall retire, but shall then be eligible for re-appointment. A Director who retires under this Article shall not be taken into account in determining the rotation or retirement of the numbers of Directors to retire at such meeting.
34. A Director shall cease to be a Director in accordance with article 18 of the Model Articles. In addition a Director shall cease to be a Director:
 - (i) if he shall have absented himself (such absence not being absence with leave or by arrangement with the Directors on the affairs of the Company) from meetings of the Directors for a consecutive period of twelve months and the Directors resolve that his office shall be vacated; or

- (ii) if, being a Director who was a member of the Company at the date of his appointment, he ceases to be a member of the Company.

35. In addition to any power to remove a Director conferred on the Company by the Statutes, the Company may by ordinary resolution remove any Director before the expiration of his period of office.

POWERS OF THE DIRECTORS

36. The Directors may from time to time appoint any person, firm or corporation to be the Manager or Managers of the Company for such period and upon such terms as they think fit, and subject to the provisions of the Statutes and these Articles may vest in or delegate to such Manager or Managers or the servants or agents of such Manager or Managers such of the powers, duties or discretions hereby vested in the Directors as they may think fit, and such powers may be made exercisable for such period and upon such conditions and subject to such restrictions and generally upon such terms as the Directors may determine. A Manager shall receive such remuneration (whether by way of salary, commission, brokerage or otherwise) as the Directors may determine.

DIRECTORS' INTERESTS

37. No Director may vote upon any proposal for acceptance of an application for membership of the Company in which he is in any way interested or vote upon any claim against the Company in which he is in any way interested.

38. Subject to the Director having declared the nature and extent of his interest in accordance with the requirements of the Statutes and to Article 37, a Director may:

(A) be a party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; and

(B) be a Director or other officer of, or employed by or provide services (directly himself or through his firm, including in a professional capacity), or a party to any transaction or arrangement with, or otherwise directly or indirectly interested in, any body corporate in which the Company is interested,

and where a proposed decision of the Directors is concerned with such a transaction, arrangement, office, employment or other matter, that Director may be counted as participating and may participate in the decision making process for quorum and voting purposes.

39. For the purposes of Article 37 and in accordance with sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, the following shall not be treated as an 'interest':

(A) an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware, or an interest in a transaction or arrangement of which he is not aware and of which it is unreasonable to expect him to be aware;

(B) an interest of which the other Directors are aware, or ought reasonably be aware, to the extent they are or ought reasonably to be aware of such interest;

(C) an interest which cannot reasonably be regarded as giving rise to a conflict of interest; and

(D) an interest if, or to the extent that, that interest contains terms of his service contract which have been, or are to be, considered by a meeting of the Directors or a duly appointed committee of the Directors.

DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST

40. The Directors may authorise, to the fullest extent permitted by law, any matter or situation which would (if not so authorised) result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interests.

41. Any authorisation given by the Directors under Article 40 may (whether at the time it is given or subsequently):

(A) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation authorised; and

(B) be subject to any terms and conditions which the Directors consider appropriate,

(C) and the Directors may at any time vary or terminate such authorisation (but no variation or termination will affect anything done by the Directors prior to such variation or termination in accordance with the then terms of the authorisation).

42. A decision to authorise any matter or situation under Article 40 shall be proposed for consideration by the Directors in the same way as any other matter is proposed to the Directors and the decision may be made either at a meeting of the Directors or by unanimous decision of those Directors entitled to vote on the matter; but the decision will only be effective if:

(A) the quorum for any meeting at which the matter is considered is met without counting the Director in question or any other interested Director; and

(B) the matter is agreed to without any interested Director voting, or would have been agreed to had no interested Director's vote been counted.

43. The provisions of Articles 40 to 43 shall not apply to any conflict of interest arising in relation to a transaction or arrangement between a Director and the Company. Articles 37 to 39 above shall apply to Directors' interests in any such transactions or arrangements.

MANAGEMENT OF DIRECTORS' CONFLICTS

44. Where the Directors have authorised any matter or situation under Article 40, or where a matter is authorised by Articles 37 to 39, the Directors may, at the time of such authorisation or subsequently, provide (without limitation) that an interested Director:

(A) is excluded from discussions (whether at Directors' meetings or otherwise) related to the matter;

(B) is not given any documents or other information relating to the matter; or

(C) both for quorum purposes and for voting purposes may or may not be counted or vote at any future Directors' meeting in relation to the matter.

45. Where the Directors have authorised any matter or situation under Article 40, or where a matter falls within Articles 37 to 39 (subject to a Director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Statutes), then an interested Director:

(A) will not be required to disclose to the Company, or use for the benefit of the Company, any confidential information relating to the matter or situation if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter or situation;

(B) may absent himself from Directors' meetings at which the matter or situation may be discussed; and

(C) may make such arrangements as he thinks fit not to receive documents and information in relation the matter or situation, or for such documents and information to be received and read by a professional adviser on behalf of that Director.

46. Article 45 does not limit any existing law or equitable principle which may excuse the Director from disclosing information in circumstances where disclosure would otherwise be required, or from attending meetings or receiving and reading documents in circumstances where such actions would otherwise be required.

47. Where the Directors authorise a matter or situation under Article 40, or where a matter falls within Articles 37 to 39 an interested Director:

(A) will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the matter or situation; and

(B) will not infringe any duty he owes to the Company under sections 171 to 177 of the Act if he complies with any terms, limits and conditions (if any) imposed by the Directors in relation to the authorisation and, where relevant, makes any disclosure required under the Statutes.

48. In relation to any matter or situation which has been authorised under Article 40, or where a matter involves a transaction or arrangement which falls within Articles 37 to 39 (subject to a Director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Statutes):

(A) an interested Director will not be accountable to the Company for any benefit conferred on him (or persons connected with him) in connection with or which he otherwise derives from that matter or situation;

(B) the receipt of such a benefit shall not constitute a breach of his duty under section 176 of the Act; and

(C) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

49. The Directors may join in the promotion or support of the Bar Council or any other association or organisation having for its object the defence or promotion of the interests of Barristers and may make calls upon the members for the purpose of contributing from time to time to the funds of such association or organisation such sums as they may deem necessary. The Directors may elect and send representatives to take part in the deliberations or management of any such association or organisation.

PROCEEDINGS OF THE DIRECTORS

50. Article 9 of the Model Articles is modified by the deletion of the words “*not more than 7 days after*” and the substitution for them of the words “*before or after*”.
51. The quorum necessary for the transaction of the business of the Directors shall be three Directors or their alternates or such higher number as from time to time may be fixed by the Directors. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.
52. The Directors shall cause minutes to be made of all proceedings of General Meetings of the Company and of meetings of the Directors and committees and the attendance thereat and of all appointments of officers made by the Directors. Any such minute, if purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting, shall be evidence of the proceedings.

SECRETARY

53. The Secretary may be appointed by the Directors for such time, at such remuneration and upon such conditions as they think fit, and any Secretary so appointed may be removed by them. Anything by the Statutes required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any assistant or deputy Secretary, or if there is no assistant or deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors; Provided that any provision of the Statutes or these Articles requiring or authorising a thing to be done by a Director and the Secretary shall not be satisfied by its being done by the same person acting both as a Director and as, or in the place of, the Secretary.

THE MANAGERS

54. The Managers shall be entitled to attend meetings of the Directors and of committees of the Directors and General Meetings of the Company unless the Directors otherwise require.

AUTHENTICATION OF DOCUMENTS

55. Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company (including the Memorandum and Articles of Association) and any resolutions passed by the Company or the Directors, and any books, records,

documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.

RESERVES

56. (A) The Directors may establish such reserve funds or other accounts for such contingencies or purposes as the Directors think fit and any moneys for the time being in the hands of the Company and not immediately required to meet any claims, expenses and outgoings to which under these Articles or the Rules the same are applicable and such other sums as the Directors think fit may be carried to such reserve or reserves as the Directors think proper. Any moneys for the time being standing to the credit of any reserve may, subject to the Rules, be invested in such investments as the Directors think fit. The Directors may transfer sums from one reserve to another.

(B) Moneys standing to the credit of any reserve may, on the recommendation of the Directors (but not otherwise), be applied for any purpose for which such funds may be properly applied even though the sum be applied in respect of a different period from that from which the funds originated.

ACCOUNTS

57. The Directors shall cause proper books of account to be kept in accordance with the provisions of the Statutes.

58. The books of account shall be kept at the Office, or (subject to the provisions of the Statutes) at such other place as the Directors shall think fit, and shall always be open to the inspection of the Directors. No person (not being a Director or Auditor or other person whose duty requires and entitles him to do so) shall have any right to inspect any account or book or document of the Company except as conferred by the Statutes or authorised by the Directors or by the Company in General Meeting.

59. The Directors shall from time to time in accordance with the provisions of the Statutes cause to be prepared and to be laid before the Company in General Meeting such income and expenditure accounts, profit and loss accounts, balance sheets and reports as are specified in the Statutes.

60. A copy of every balance sheet (including every document required by the Statutes to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors report, shall be made available to members electronically (either by electronic mail or on the Company's website).

61. The Auditors' report shall be read before the Company in General Meeting and shall be open to inspection by any member.

62. The Company shall at each Annual General Meeting appoint an Auditor or Auditors to hold office until the next Annual General Meeting.

63. A Director or officer of the Company shall not be capable of being appointed as an Auditor of the Company.
64. The provisions of the Statutes shall be observed with regard to audit of the Company accounts and the appointment and removal of Auditors.

NOTICES

65. Article 34(1) of the Model Articles shall be read as if it were amended by the addition of the following sentence:

“Subject to the Articles, the provisions of section 1147 of the Companies Act 2006 shall apply to anything sent or supplied to the Company as they apply to anything sent or supplied by the Company”.

66. Any notice, document or other information will be deemed served on or delivered to the intended recipient if addressed either:

(A) to an address outside the United Kingdom; or

(B) from outside the United Kingdom to an address within the United Kingdom,

five working days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider.

67. Any notice or other document if served by post or document exchange shall be deemed to have been served on the day after the letter containing the same was put into the post or document exchange, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and either put into the post as a prepaid letter or delivered to the document exchange. Any notice served electronic mail shall be deemed to have been served on the day on which it was transmitted.
68. The Company may send or supply documents or information to members by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006.
69. Any notice, document or other information will be deemed served on or delivered to the intended recipient if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

WINDING UP

70. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be distributed among those who are at the commencement of the liquidation or have been at any time in the previous six years members of the Company, pro rata to the total of their contributions paid to the Company during the previous six years. This provision

shall not apply to members within the definition of ~~a~~defined as Free Legal Advice Centre who shall not participate in any distribution.

INDEMNITY

71. Subject to Article 72, but without prejudice to any indemnity to which a relevant Director or a relevant Secretary is otherwise entitled, a relevant Director or a relevant Secretary of the Company or an associated company shall be indemnified out of the Company's assets against:
- (i) any liability incurred by that Director or that Secretary in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
 - (ii) any liability incurred by that Director or that Secretary in connection with the activities (if any) of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
 - (iii) any other liability incurred by that Director or that Secretary as an officer of the Company or an associated company.
72. These Articles do not authorise any indemnity which would be prohibited or rendered void by any provision of the Statutes or by any other provision of law.

INSURANCE

73. The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director or any relevant Secretary in respect of any relevant loss.
74. In Articles 71, 72 and 73:
- (i) a '**relevant Director**' means any Director or former Director of the Company or an associated company;
 - (ii) a '**relevant loss**' means any loss or liability which has been or may be incurred by a relevant Director or a relevant Secretary in connection with that Director's or Secretary's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company;
 - (iii) a '**relevant Secretary**' means any company Secretary or former company secretary of the Company or an associated company; and
 - (iv) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Names and address of Subscribers

1. Instant Companies Limited
2 Baches Street
London N1 6UB
 2. Swift Incorporations Limited
2 Baches Street
London N1 6UB
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Dated 14th August, 1987

Witness to the above Signatures:- Terry Jayne
2 Baches Street
London N1 6UB