

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association
of
The Council of the Inns of Court

Bates Wells & Braithwaite London LLP
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Memorandum of Association of The Council of the Inns of Court

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

Name of each subscriber

Authentication by each subscriber

Mr Geoffrey Wilfred Jaques

(as nominated representative of Lincoln's Inn)

Sir Stephen Silber

(as nominated representative of Gray's Inn)

Lord Igor Judge

(as nominated representative of Middle Temple)

Sir Stephen Miles Tomlinson

(as nominated representative of Inner Temple)

Dated 5 December 2013

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Articles of Association of The Council of the Inns of Court

INTERPRETATION

1. Defined terms

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

OBJECTS AND POWERS

2. Objects

The objects of the Council are:

- 2.1 to advance education in the administration and practice of the law and related disciplines, including by providing courses, training and educational materials, and by promoting, undertaking, and publishing research;
- 2.2 to promote the sound administration of the law, including by:
 - 2.2.1 promoting high standards of advocacy to support the rule of law; and
 - 2.2.2 overseeing and enforcing professional standards of conduct in relation to the provision of advocacy and related legal services,

in each case, anywhere in the world and for the public benefit.

3. Powers

To further its objects the Council may:

- 3.1 consider and dispose of any matter referred to it by the Inns;
- 3.2 participate in such regulatory arrangements and exercise such disciplinary powers as may be agreed from time to time with the Inns;
- 3.3 assume the powers, functions, rights, responsibilities, undertakings, assets and liabilities of any predecessor council, committee or body;
- 3.4 provide and assist in the provision of money, materials or other help;
- 3.5 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.6 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;

- 3.7 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.8 provide or procure the provision of counselling and guidance;
- 3.9 provide or procure the provision of advice;
- 3.10 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 provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.11 enter into contracts to provide services to or on behalf of other bodies;
- 3.12 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;
- 3.13 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Council must comply as appropriate with the Charities Act 2011);
- 3.14 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 (the Council must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.15 set aside funds for special purposes or as reserves against future expenditure;
- 3.16 invest the Council's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.17 arrange for investments or other property of the Council to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.18 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;
- 3.19 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;
- 3.20 accept (or disclaim) gifts of money and any other property;
- 3.21 raise funds by way of subscription, donation or otherwise;
- 3.22 trade in the course of carrying out the objects of the Council and carry on any other trade which is not expected to give rise to taxable profits;
- 3.23 incorporate and acquire subsidiary companies to carry on any trade;

- 3.24 subject to Article 4 (limitation on private benefits):
 - 3.24.1 engage and pay employees, consultants and professional or other advisers; and
 - 3.24.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.25 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.26 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Council's objects);
- 3.27 undertake and execute charitable trusts and act as a charity trustee;
- 3.28 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.29 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.30 pay out of the funds of the Council the costs of forming and registering the Council;
- 3.31 insure the property of the Council against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Council;
- 3.32 provide indemnity insurance for the Trustees or any other officer of the Council in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Council); and
- 3.33 do all such other lawful things as may further the Council's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

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

Permitted benefits to Inns, Trustees and Connected Persons

- 4.2 No part of the income and property of the Council may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Inn unless the payment is permitted by Article 4.4.
- 4.3 No Trustee may:

- 4.3.1 sell goods, services or any interest in land to the Council;
- 4.3.2 be employed by, or receive any remuneration from, the Council; or
- 4.3.3 receive any other financial benefit from the Council;

unless the payment is permitted by Articles 4.4 or 4.5 or authorised by the court or the Charity Commission.

4.4 A Trustee or Inn may receive the following benefits from the Council:

- 4.4.1 an Inn, Trustee or a person who is Connected with a Trustee may receive a benefit from the Council in his, her or its capacity as a beneficiary of the Council;
- 4.4.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by the Council for, or may pay out of the Council's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Council;
- 4.4.3 an Inn, Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by the Council for any goods or services supplied to the Council on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Council);
- 4.4.4 an Inn, Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Council;
- 4.4.5 an Inn, Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Council, or for rooms which are hired by the Council;
- 4.4.6 the Council may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.32; and
- 4.4.7 a Trustee or other officer of the Council may receive payment under an indemnity from the Council in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred to a Trustee or a person who is Connected with a Trustee under Article 4.4, Article 22 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

Subsidiary Companies

4.5 A Trustee may receive the following benefits from any Subsidiary Company:

- 4.5.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Council or of any Subsidiary Company;

- 4.5.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;
- 4.5.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and Article 4.4.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
- 4.5.4 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
- 4.5.5 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;
- 4.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
- 4.5.7 a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 4.5.3, 4.5.4 or 4.5.5.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of the Inns

The liability of each Inn is limited to £1, being the amount that each Inn undertakes to contribute to the assets of the Council in the event of its being wound up while it is a member or within one year after it ceases to be a member, for:

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

6. Indemnity

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

TRUSTEE

TRUSTEES' POWERS AND RESPONSIBILITIES

7. Trustees' general authority

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

8. Chair

The President of the Council shall be the chair of the Trustees.

9. Trustees may delegate

9.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

9.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Council to any person or committee.

9.3 Any delegation by the Trustees may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit.

9.4 The Trustees 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.

9.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

9.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Council for such purposes and on such conditions as they determine.

10. Committees

10.1 In the case of delegation to committees:

- 10.1.1 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);
 - 10.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
 - 10.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
 - 10.1.4 the Trustees 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
 - 10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Council except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

11. Inns' Strategic Advisory Group

- 11.1 The Trustees shall establish the Inns' Strategic Advisory Group to provide advice and recommendations to the Trustees on strategy and the fulfilment of the Council's objects. The Inns' Strategic Advisory Group shall be a committee of the board of Trustees and accordingly shall be subject to the provisions of Article 10.

Composition

- 11.2 The members of the Inns' Strategic Advisory Group shall be:
- 11.2.1 The President of the Council;
 - 11.2.2 The Treasurers of each of the Inns ;
 - 11.2.3 Two members of each Inn who are appointed by that Inn, who shall be:
 - (a) The Treasurer-elect or Vice-Treasurer, as the case may be, from each Inn; and
 - (b) The Trustee appointed by that Inn under Article 25.1.2;
 - 11.2.4 The Chairman, Vice-Chairman and Treasurer of the Bar Council;
 - 11.2.5 The Chairman of the Bar Council's Training for the Bar Committee;
 - 11.2.6 The Chair and Vice-Chair of the Bar Standards Board; and

- 11.2.7 The Chair of the Bar Standards Board Education and Training Committee.
- 11.3 Each of the persons specified in Articles 11.2.2 and 11.2.3 may appoint an alternate to attend, speak and vote at a meeting of the Inns' Strategic Advisory Group in their absence.
- 11.4 The following persons are entitled to attend and speak at any meeting of the Inns' Strategic Advisory Group:
- 11.4.1 The Under-Treasurers of Lincoln's Inn, Gray's Inn and Middle Temple, and the Sub-Treasurer of Inner Temple;
- 11.4.2 The Chief Executive of the Bar Council (or a person with comparable responsibilities at the Bar Council);
- 11.4.3 The Director of the Bar Standards Board;
- 11.4.4 The Chair of the Advocacy Training Council;
- 11.4.5 Any person invited by the Inns' Strategic Advisory Group, the President, any of the Treasurers, the Chairman of the Bar Council or the Chair of the Bar Standards Board to attend the meeting in an advisory capacity.
- 11.5 The Director of the Council shall be the Secretary of the Inns' Strategic Advisory Group.

Meetings

- 11.6 The Inns' Strategic Advisory Group shall hold at least three meetings each calendar year.
- 11.7 The President shall chair the meetings of the Inns' Strategic Advisory Group. In the President's absence, the members of the Inns' Strategic Advisory Group specified in Articles 11.2.2 and 11.2.3 shall appoint one of their number to chair the meeting.
- 11.8 Unless a special vote is demanded in accordance with Article 11.9 at a meeting of the Inns' Strategic Advisory Group, all matters arising at the meeting shall be determined by a majority of votes. Each of the persons specified in Articles 11.2.1, 11.2.2, and 11.2.3 (or their appointed alternate) shall have one vote at meetings of the Inns' Strategic Advisory Group, and no other person shall have a vote. In the event of an equality of votes, the chair of the meeting has a casting vote in addition to any other vote he or she may have.
- 11.9 A special vote may be demanded at a meeting of the Inns' Strategic Advisory Group by any of the persons specified in Article 11.2.1, 11.2.2, or 11.2.3 on any matter except a decision on the appointment of a chair or the adjournment of the meeting.
- 11.10 Any decision of the Inns' Strategic Advisory Group on which a special vote is demanded shall require at least ten votes in favour, including the vote of the President, in order to pass.

12. Delegation of day to day management powers

In the case of delegation of the day to day management of the Council to the Director of the Council or other manager or managers:

- 12.1 the delegated power shall be to manage the Council by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
- 12.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 12.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Council and provide them regularly with management accounts which are sufficient to explain the financial position of the Council.

13. Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

- 13.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
- 13.2 timely reports of all transactions are provided to the Trustees;
- 13.3 the performance of the investments is reviewed regularly with the Trustees;
- 13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 13.5 the investment policy and the delegation arrangements are reviewed regularly;
- 13.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance; and
- 13.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

14. Rules

- 14.1 The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of the Council and its affairs. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.
- 14.2 The rules may regulate the following matters but are not restricted to them:
 - 14.2.1 the duties of any officers or employees of the Council;
 - 14.2.2 the benefits conferred on the Inns;
 - 14.2.3 the conduct of business of the Trustees or any committee (including, without limitation, how the Trustees make decisions and how such rules are to be recorded or communicated to Trustees);

- 14.2.4 the procedure at general meetings;
 - 14.2.5 any of the matters or things within the powers or under the control of the Trustees; and
 - 14.2.6 generally, all such matters as are commonly the subject matter of company rules.
- 14.3 The Council in general meeting has the power to alter, add to or repeal the rules.

DECISION-MAKING BY TRUSTEES

15. Trustees to take decisions collectively

Any decision of the Trustees must be either:

- 15.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 20); or
- 15.2 a unanimous decision taken in accordance with Article 21.

16. Calling a Trustees' meeting

- 16.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 16.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 16.2.1 all the Trustees agree; or
 - 16.2.2 urgent circumstances require shorter notice.
- 16.3 Notice of Trustees' meetings must be given to each Trustee.
- 16.4 Every notice calling a Trustees' meeting must specify:
 - 16.4.1 the place, day and time of the meeting;
 - 16.4.2 the general nature of the business to be considered at such meeting; and
 - 16.4.3 if it is anticipated that Trustees 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 Trustees' meetings need not be in Writing.
- 16.6 Article 31 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.
- 16.7 Subject to any matters which in the opinion of the Trustees ought to remain confidential, there shall be routinely circulated to the Bar Council and the Bar Standards Board:

16.7.1 agendas for Trustees' meetings in advance of such meetings; and

16.7.2 the minutes of such meetings,

and the Bar Council and the Bar Standards Board shall, following receipt of such agendas and minutes, inform the Secretary or the President of such items which might be of special concern or importance to the Bar Council or the Bar Standards Board.

17. Participation in Trustees' meetings

17.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' 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).

17.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

17.3 If all the Trustees 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 Trustees' meetings

18.1 At a Trustees' 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 Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than four.

18.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision:

18.3.1 to appoint further Trustees; or

18.3.2 to call a general meeting so as to enable the Inns to appoint further Trustees.

19. Chairing of Trustees' meetings

The President, or in his or her absence another Trustee nominated by the Trustees present, shall preside as chair of each Trustees' meeting.

20. Casting vote

20.1 If the numbers of votes for and against a proposal at a Trustees' 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. Unanimous decisions without a meeting

21.1 A decision is taken in accordance with this Article when all of the Trustees 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 Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a conflict of interest or duty which, under Article 22, results in them not being entitled to vote.

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 Trustee or to which each Trustee 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 Trustee must be received by one person being either such person as all the Trustees 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 Trustees;

21.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees 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 35 (minutes).

22. Conflicts of interest

Declaration of interests

22.1 Unless Article 22.2 applies, a Trustee 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 Council; 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 Council or his or her duties to the Council.

22.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

- 22.3 If a Trustee'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 Council, 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 Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.
- 22.4 If a Trustee'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 Council, 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 Trustee or any person who is Connected with him or her receiving a benefit other than:
- (a) any benefit received in his, her or its capacity as a beneficiary of the Council (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Council;
 - (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.32;
 - (c) payment under the indemnity set out at Article 6; and
 - (d) reimbursement of expenses in accordance with Article 4.4.2; or
- 22.4.2 a majority of the other Trustees 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 Trustee 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 Trustees 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.
- 22.6 A Trustee who has a conflict of duties as a result of any duty he or she owes to an Inn can participate in the decision-making process, vote, and count in the quorum on any matter which involves that Inn, provided that the Trustee does not have a personal financial interest in the matter.

Continuing duties to the Council

- 22.7 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

22.7.1 the Trustee shall not be in breach of his or her duties to the Council by withholding confidential information from the Council if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

22.7.2 the Trustee shall not be accountable to the Council 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 Trustees' interests

The Trustees must cause a register of Trustees' interests to be kept.

24. Validity of Trustee actions

All acts done by a person acting as a Trustee 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 Trustee.

APPOINTMENT AND RETIREMENT OF TRUSTEES

25. Composition and terms of office of the board of Trustees

Composition

25.1 The board of the Trustees of the Council shall be constituted as follows:

25.1.1 The Under-Treasurers of Lincoln's Inn, Gray's Inn and Middle Temple and the Sub-Treasurer of Inner Temple shall serve as Trustees ex-officio.

25.1.2 Each of the Inns shall be entitled to appoint one Trustee, who must be a practising barrister or a serving judge, by giving notice in writing to the Council (an "**Inn Trustee**").

25.1.3 The Trustees shall appoint a Bencher from one of the Inns to be President of the Council, provided that the following persons may not be appointed as President:

(a) The Treasurer of an Inn or any other person appointed to the Inns Strategic Advisory Group by an Inn;

(b) The Chairman, Vice-Chairman or Treasurer of the Bar Council; or

(c) The Chairman of the Bar Council's Training for the Bar Committee.

25.1.4 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 26, may be appointed to be a Trustee by a decision of the Trustees or by ordinary resolution of the Inns (an "**Appointed Trustee**").

Term of office

- 25.2 The Under-Treasurers of Lincoln's Inn, Gray's Inn and Middle Temple and the Sub-Treasurer of Inner Temple shall serve as Trustees for as long as they hold their respective positions at the Inns.
- 25.3 Each Inn Trustee shall serve for the term of office specified in the notice of his or her appointment or, if no term is specified, until he or she ceases to hold office in accordance with Article 26, and shall be eligible for reappointment.
- 25.4 The President shall retire from office at the third Annual Retirement Meeting following his or her appointment, and shall be eligible for reappointment.
- 25.5 Each Appointed Trustee shall retire from office at the third Annual Retirement Meeting following his or her appointment, and shall be eligible for reappointment.

Maximum term

- 25.6 Any Appointed Trustee or President who has served for three consecutive terms of office, and any Inn Trustee who has served for nine consecutive years, must take a break from office and may not be reappointed until the earlier of:
- 25.6.1 the third anniversary of the commencement of his or her break from office; and
- 25.6.2 if applicable, the third Annual Retirement Meeting following the Annual Retirement Meeting at which his or her break from office commenced.

General

- 25.7 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

26. Disqualification and removal of Trustees

A Trustee shall cease to hold office if:

- 26.1 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;
- 26.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
- 26.3 he or she ceases to hold the position by virtue of which he or she was a Trustee ex-officio;
- 26.4 in the case of an Inn Trustee, the Inn which appointed the Trustee serves a written notice on the Council that he or she be removed from office;
- 26.5 in the case of an Inn Trustee, he or she has reached the end of the term of office specified on his or her appointment by the Inn which appointed the Trustee, and has not been reappointed by the Inn;

- 26.6 the Trustees 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;
- 26.7 notification is received by the Council from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms;
- 26.8 at a meeting of the Trustees at which at least half of the Trustees 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 Trustees.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

27. The Inns as members

- 27.1 The only members of the Council shall be the four Inns, who, as unincorporated associations, shall be members through the persons of their respective nominated representatives from time to time. For the avoidance of doubt, the subscribers to the Memorandum of Association of the Council shall subscribe in their capacity as nominated representatives of the Inns.
- 27.2 The membership rights of an Inn shall be exercised by its nominated representative from time to time. Each Inn must notify the Council in writing of the name of its nominated representative and may remove and replace such nominated representative at any time by giving notice in writing to the Council in such form as the Council may require.
- 27.3 The names of the Inns must be entered in the register of members, which shall include details of the nominated representative who exercises the membership rights of an Inn under Article 27.2.

28. Termination of membership

Membership is not transferable.

DECISION-MAKING BY THE INNS

29. Inns' Meetings

- 29.1 The Trustees may call a general meeting of the Inns at any time.
- 29.2 Such meetings must be held in accordance with the provisions regarding members' meetings in the Companies Acts.

WRITTEN RESOLUTIONS

30. General

- 30.1 Subject to this Article 30 a written resolution agreed by:
- 30.1.1 Inns representing a simple majority; or
 - 30.1.2 (in the case of a special resolution) Inns representing not less than 75%;
- of the total voting rights of the Inns shall be effective.
- 30.2 On a written resolution each Inn shall have one vote.
- 30.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 30.4 A resolution of the Inns 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

- 30.5 A copy of the proposed written resolution must be sent to every Inn together with a statement informing the Inn how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 30.6 The required majority of Inns must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 30.7 Communications in relation to written resolutions must be sent to the Council's auditors in accordance with the Companies Acts.

Signifying agreement

- 30.8 An Inn signifies its agreement to a proposed written resolution when the Council receives from it (or from someone acting on his or her behalf) an authenticated Document:
- 30.8.1 identifying the resolution to which it relates; and
 - 30.8.2 indicating the Inn's agreement to the resolution.
- 30.9 For the purposes of Article 30.8:
- 30.9.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
 - 30.9.2 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 Council; or
 - (b) where no such manner has been specified by the Council, if the communication contains or is accompanied by a statement of the

identity of the sender and the Council has no reason to doubt the truth of that statement.

- 30.10 If the Council 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

31. Communications by the Council

Methods of communication

- 31.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Council 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 Council, including without limitation:

31.1.1 in Hard Copy Form;

31.1.2 in Electronic Form; or

31.1.3 by making it available on a website.

- 31.2 Where a Document or information which is required or authorised to be sent or supplied by the Council 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 Trustees may decide what agreement (if any) is required from the recipient.

- 31.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

- 31.4 An Inn present via its nominated representative at a meeting of the Council shall be deemed to have received notice of the meeting and the purposes for which it was called.

- 31.5 Where any Document or information is sent or supplied by the Council to the Inns:

31.5.1 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;

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

31.5.3 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.

31.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Council 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

31.7 Where any Document or information has been sent or supplied by the Council by Electronic Means and the Council receives notice that the message is undeliverable:

31.7.1 if the Document or information has been sent to an Inn or Trustee and is notice of a general meeting of the Council, the Council is under no obligation to send a Hard Copy of the Document or information to the Inn or Trustee's postal address as shown in the Council's register of members or Trustees, but may in its discretion choose to do so;

31.7.2 in all other cases, the Council shall send a Hard Copy of the Document or information to the Inn's postal address as shown in the Council'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

31.7.3 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

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

32. Communications to the Council

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

33. Secretary

A Secretary may be appointed by the Trustees 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:

- 33.1 anything authorised or required to be given or sent to, or served on, the Council by being sent to its Secretary may be given or sent to, or served on, the Council itself, and if addressed to the Secretary shall be treated as addressed to the Council; and
- 33.2 anything else required or authorised to be done by or to the Secretary of the Council may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

34. 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.

35. Minutes

The Trustees must cause minutes to be made:

- 35.1 of all appointments of officers made by the Trustees;
- 35.2 of all resolutions of the Council and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 35.3 of all proceedings at meetings of the Council and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' 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 Inn or Trustee of the Council, be sufficient evidence of the proceedings.

36. Records and accounts

The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 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 and the Charity Commission of:

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

37. Exclusion of model articles

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

WINDING UP

38. Winding up

- 38.1 At any time before, and in expectation of, the winding up or dissolution of the Council, the Inns or, subject to any resolution of the Inns, the Trustees, may resolve that any net assets of the Council after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Council be applied or transferred in any of the following ways:
- 38.1.1 directly for the objects of the Council; or
 - 38.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:
 - (a) for purposes similar to the objects of the Council; or
 - (b) for use for particular purposes that fall within the objects of the Council.
- 38.2 In no circumstances shall the net assets of the Council be paid to or distributed among the Inns under this Article 38 (except to an Inn that is itself an institution chosen to benefit under this Article 38).
- 38.3 If no resolution is passed in accordance with Article 38.1 the net assets of the Council shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

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 “Annual Retirement Meeting” | means the meeting of the Trustees at which the accounts of the Council are adopted; |
| 1.3 “Appointed Trustee” | has the meaning given in Article 25.1.4; |
| 1.4 “Articles” | the Council’s articles of association; |
| 1.5 “Bar Council” | the General Council of the Bar, as established by the Bar Council Constitutions published in May 2011, and any successor body; |
| 1.6 “Bar Standards Board” | the Bar Standards Board, as established by the Bar Council Constitutions published in May 2011, and any successor body; |
| 1.7 “Bencher” | means a Master of the Bench at an Inn; |
| 1.8 “Council” | The Council of the Inns of Court; |
| 1.9 “Circulation Date” | in relation to a written resolution, has the meaning given to it in the Companies Acts; |
| 1.10 “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; |
| 1.11 “Companies Acts” | the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Council; |
| 1.12 “Connected” | in relation to a Trustee means any person falling within any of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of |

- the Trustee; or
- (b) the spouse or civil partner of any person in (a); or
 - (c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or
 - (d) any company, partnership, firm or body of which the Trustee is a senior representative, director, member, partner or employee, or shareholder holding more than 1% of the capital;
- 1.13 **“Director of the Council”** the director of the Council, if any, from time to time;
- 1.14 **“Document”** includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.15 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.16 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.17 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.18 **“Inns”** means the four Inns of Court, namely: the Honourable Society of Lincoln’s Inn, the Honourable Society of Gray’s Inn, the Honourable Society of the Middle Temple, and the Honourable Society of the Inner Temple;
- 1.19 **“Inns’ Strategic Advisory Group”** means the committee of the board of Trustees established in accordance with Article 11.1;
- 1.20 **“Inn Trustee”** has the meaning given in Article 25.1.2;
- 1.21 **“President”** means the President of the Council, appointed in accordance with Article 25.1.3;
- 1.22 **“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;
- 1.23 **“Secretary”** the secretary of the Council (if any);
- 1.24 **“Subsidiary Company”** any company in which the Council holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- 1.25 **“Trustee”** a director of the Council, and includes any person occupying the position of director, by whatever name called; and
- 1.26 **“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 Council.