

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association
of
Media Legal Defence Initiative

Adopted by Written Special Resolution dated 19 November 2012

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205451/0006/001056839

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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 Company are:

- 2.1 To promote human rights (as set out in the Universal Declaration of Human Rights, subsequent United Nations conventions and declarations and other international treaties and laws) throughout the world in particular by (but not limited to) protecting freedom of speech and the right to free expression, by all or any of the following means:
 - 2.1.1 Monitoring abuses of human rights;
 - 2.1.2 Obtaining redress for the victims of human rights abuse;
 - 2.1.3 Relieving need among the victims of human rights abuse;
 - 2.1.4 Research into human rights issues;
 - 2.1.5 Providing technical advice to government and others on human rights matters;
 - 2.1.6 Contributing to the sound administration of human rights law;
 - 2.1.7 Commenting on proposed human rights legislation;
 - 2.1.8 Raising awareness of human rights issues;
 - 2.1.9 Promoting public support for human rights;
 - 2.1.10 Promoting respect for human rights among individuals and corporations;
 - 2.1.11 Advocacy of human rights;
 - 2.1.12 Eliminating infringements of human rights.
- 2.2 The advancement of education in particular but not limited to education in journalism, human rights, and the law.

3. Powers

To further its objects the Company may:

- 3.1 provide and assist in the provision of money, materials or other help;
- 3.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.5 provide or procure the provision of counselling and guidance;
- 3.6 provide or procure the provision of advice;
- 3.7 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;
- 3.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.9 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;
- 3.10 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 Company must comply as appropriate with the Charities Act 2011);
- 3.11 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 Company must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.12 set aside funds for special purposes or as reserves against future expenditure;
- 3.13 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.14 arrange for investments or other property of the Company to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.15 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;

- 3.16 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;
- 3.17 accept (or disclaim) gifts of money and any other property;
- 3.18 raise funds by way of subscription, donation or otherwise;
- 3.19 trade in the course of carrying out the objects of the Company and carry on any other trade which is not expected to give rise to taxable profits;
- 3.20 incorporate and acquire subsidiary companies to carry on any trade;
- 3.21 subject to Article 4 (limitation on private benefits):
 - 3.21.1 engage and pay employees, consultants and professional or other advisers; and
 - 3.21.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.22 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;
- 3.23 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 Company's objects);
- 3.24 undertake and execute charitable trusts;
- 3.25 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.27 pay out of the funds of the Company the costs of forming and registering the Company;
- 3.28 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Company;
- 3.29 provide indemnity insurance for the Trustees or any other officer of the Company 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 Company); and
- 3.30 do all such other lawful things as may further the Company's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on Private Benefits

- 4.1 The income and property of the Company shall be applied solely towards the promotion of its objects.
- 4.2 Except as provided below no part of the income and property of the Company may be paid or transferred directly or indirectly by way of benefit to the members of the Company and no Trustee may receive any remuneration or other benefit in money or money's worth from the Company. This shall not prevent any payment in good faith by the Company of:
- 4.2.1 any payments made to any member, Trustee or Connected Person in their capacity as a beneficiary of the Company;
 - 4.2.2 any payments made to any Trustee or officer under the indemnity provisions set out at Article 6;
 - 4.2.3 reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Company (including services performed under a contract of employment with the Company) provided that:
 - (a) if such person is a Connected Person the procedure described in Article 21 of the Articles (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and
 - (b) this provision together with Article 4.2.9 may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee);
 - 4.2.4 interest on money lent by any member, Trustee or Connected Person at a reasonable and proper rate;
 - 4.2.5 any reasonable and proper rent for premises let by any member, Trustee or Connected Person;
 - 4.2.6 fees, remuneration or other benefits in money or money's worth to a company of which a member, Trustee or Connected Person holds less than 1% of the capital;
 - 4.2.7 reasonable and proper out-of-pocket expenses of Trustees;
 - 4.2.8 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.29;
 - 4.2.9 reasonable and proper remuneration to any Trustee for any goods or services supplied to the Company on the instructions of the Trustees (excluding the service of acting as Trustee and services performed under a contract of employment with the Company) provided that:

- (a) the procedure described in Article 21 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision; and
 - (b) this provision together with Article 4.2.3 may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee).
- 4.3 The restrictions on benefits and remuneration conferred on members of the Company and on the Trustees by Article 4.2 and the exceptions to such restrictions in Articles 4.2.1 to 4.2.9 inclusive shall apply equally to benefits and remuneration conferred on members of the Company and on the Trustees by any Subsidiary Company, and for this purpose references to the Company in Article 4.2.3 and 4.2.9 shall be treated as references to the Subsidiary Company.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

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

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

6. Indemnity

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

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7. Trustees' general authority

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

8. Chair

The Trustees may appoint one of their number to be the Chair of the Trustees and another to be vice-chair for such term of office as they determine and may at any time remove him or her from that office.

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 Company 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 Company 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 Company 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. Delegation of day to day management powers

In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

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

12. Delegation of investment management

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

- 12.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
- 12.2 timely reports of all transactions are provided to the Trustees;
- 12.3 the performance of the investments is reviewed regularly with the Trustees;

- 12.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 12.5 the investment policy and the delegation arrangements are reviewed regularly;
- 12.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 12.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

13. Power to change name of Company

The Trustees may change the name of the Company at any time by majority decision of the Trustees at a meeting.

DECISION-MAKING BY TRUSTEES

14. Trustees to take decisions collectively

Any decision of the Trustees must be either:

- 14.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 19); or
- 14.2 a decision taken in accordance with Article 20.

15. Calling a Trustees' meeting

- 15.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 15.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 15.2.1 all the Trustees agree; or
 - 15.2.2 urgent circumstances require shorter notice.
- 15.3 Notice of Trustees' meetings must be given to each Trustee.
- 15.4 Every notice calling a Trustees' meeting must specify:
 - 15.4.1 the place, day and time of the meeting;
 - 15.4.2 the general nature of the business to be considered at such meeting; and
 - 15.4.3 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.
- 15.5 Notice of Trustees' meetings need not be in Writing.
- 15.6 Article 34 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

16. Participation in Trustees' meetings

- 16.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 16.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 16.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 16.3 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.

17. Quorum for Trustees' meetings

- 17.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 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 two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater.
- 17.3 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 to appoint further Trustees.

18. Chairing of Trustees' meetings

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

19. Casting vote

- 19.1 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.
- 19.2 Article 19.1 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.

20. Decisions without a meeting

- 20.1 The Trustees may take a unanimous decision without a Trustees meeting when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means) 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 21, results in them not being entitled to vote.

- 20.2 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.
- 20.3 The Trustees may take a majority decision without holding a Trustees' meeting if:
- 20.3.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;
 - 20.3.2 that Trustee has made the other Trustees aware of the matter and the need for a decision;
 - 20.3.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
 - 20.3.4 a majority of the Trustees indicate their agreement by any means to a particular decision on that matter.
 - 20.3.5 A decision of the Trustees may be taken by majority and shall be as valid and effectual as if it had been taken at a Trustees' meeting duly convened and held.
- 20.4 Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this Article:
- 20.4.1 may be in different places, and may participate at different times; and
 - 20.4.2 may communicate with each other by any means.
- 20.5 The chair, or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with this Article.
- 20.6 In the case of an equality of votes in any decision-making process in accordance with this Article, the chair shall be entitled to a casting vote in addition to any other vote he or she may have. But this does not apply if, in accordance with the Articles, the chair or specified Trustee is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

21. Conflicts of interest

Declaration of interests

- 21.1 Unless Article 21.2 applies, a Trustee must declare the nature and extent of:
- 21.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and
 - 21.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.

- 21.2 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

- 21.3 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 Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a 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.

- 21.4 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 Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

21.4.1 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 Company (as permitted under Article 4.2.1) and which is available generally to the beneficiaries of the Company;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.29;
- (c) payment under the indemnity set out at Article 6; and
- (d) reimbursement of expenses in accordance with Article 4.2.7; or

21.4.2 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 21.5.

- 21.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 21.5, he or she must:

21.5.1 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;

21.5.2 not be counted in the quorum for that part of the process ; and

21.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

- 21.6 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:

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

21.6.2 the Trustee shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

22. Register of Trustees' interests

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

23. 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.

24. Trustee's discretion to make further rules

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

APPOINTMENT AND RETIREMENT OF TRUSTEES

25. Number of Trustees

There shall be at least three Trustees.

26. Appointment of Trustees and retirement of Trustees by rotation

26.1 Those persons listed as the directors of Company on the Register of Companies as at the date these Articles of Association were adopted are the Trustees as at the date these Articles of Association are adopted.

Appointment of Trustees

26.2 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee by a decision of the Trustees.

Automatic retirement

At every Annual Retirement Meeting one third, or the number nearest to one third of the Trustees, being those who have been longest in office since their last appointment or reappointment, must retire from office. Where more than one third of the Trustees have served for the same period of time since their last appointment or reappointment those Trustees shall agree amongst themselves which Trustees shall retire, or in the

event that agreement cannot be reached, the decision shall be made by lot. The retirement takes effect at the conclusion of the meeting.

- 26.3 The Annual Retirement Meeting shall be the meeting of the Trustees at which the accounts of the Company are adopted.

Maximum term

- 26.4 Retiring Trustees may be reappointed but a Trustee who has served for two consecutive three year terms of office must take a break from office and may not be reappointed until the earlier of:

26.4.1 the anniversary of the commencement of his or her break from office; and

26.4.2 the Annual Retirement Meeting following the Annual Retirement Meeting at which his or her break from office commenced.

- 26.5 If the retirement of a Trustee under Article 26 causes the number of Trustees to fall below that set out in Article 25 then the retiring Trustee shall remain in office until a new appointment is made.

Minimum age

- 26.6 No person may be appointed as a Trustee unless he or she has reached the age of 18 years.

General

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

27. Disqualification and removal of Trustees

A Trustee shall cease to hold office if:

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

- 27.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

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

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

- 27.5 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;

- 27.6 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);
- 27.7 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
- 27.8 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; or
- 27.9 he or she ceases to be a member of the Company.

PATRONS

28. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Company on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company and shall also have the right to receive accounts of the Company when available to members.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

29. Trustees as members

- 29.1 The Trustees from time to time shall be the only members of the Company.
- 29.2 A Trustee shall become a member on becoming a Trustee.
- 29.3 The names of the members of the Company must be entered in the register of members.

30. Termination of membership

- 30.1 A member shall cease to be a member if he or she ceases to be a Trustee.
- 30.2 Membership is not transferable and shall cease on death.

31. Associate members

The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make,

provided that no such associate members shall be members of the Company for the purposes of the Articles or the Companies Acts.

DECISION-MAKING BY MEMBERS

32. Members' Meetings

- 32.1 The Trustees may call a general meeting of the members at any time.
- 32.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

WRITTEN RESOLUTIONS

33. Written resolutions

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

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

34. Communications by the Company

Methods of communication

- 34.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:
 - 34.1.1 in Hard Copy Form;
 - 34.1.2 in Electronic Form; or
 - 34.1.3 by making it available on a website.
- 34.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.
- 34.3 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

- 34.4 A member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 34.5 Where any Document or information is sent or supplied by the Company to the members:
- 34.5.1 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;
- 34.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 34.5.3 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.
- 34.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

- 34.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:
- 34.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so;
- 34.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
- 34.7.3 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

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

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

35. Communications to the Company

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

36. 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:

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

37. Irregularities

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

38. Minutes

The Trustees must cause minutes to be made:

- 38.1 of all appointments of officers made by the Trustees;
- 38.2 of all resolutions of the Company and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 38.3 of all proceedings at meetings of the Company 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 member or Trustee of the Company, be sufficient evidence of the proceedings.

39. 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:

- 39.1 annual reports;
- 39.2 annual returns; and
- 39.3 annual statements of account.

40. Exclusion of model articles

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

WINDING UP

41. Winding up

If any property remains after the Company has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Company, but must be given to some other institution or institutions with similar objects which is or are regarded as charitable under the law of England and Wales. The institution or institutions to benefit maybe chosen by resolution of the members at or before the time of winding up or dissolution, and subject to any such resolution of the members may be chosen by resolution of the Trustees at or before the time of winding up or dissolution.

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 number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2 “Annual Retirement Meeting”	has the meaning given in Article 26.3;
1.3 “Articles”	The Company’s articles of association;
1.4 “Chair”	Has the meaning given in Article 8;
1.5 “Company”	Media Legal Defence Initiative (registered company number 06621203 and registered charity number 1128789);
1.6 “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;
1.7 “Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.8 “Connected ”	(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (c) any company or firm of which a Trustee is a paid director, partner or employee, or shareholder holding more than 1% of the capital.
1.9 “Document”	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic

Form;

- 1.10 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.11 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.12 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.13 **“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;
- 1.14 **“Secretary”** The secretary of the Company (if any);
- 1.15 **“Subsidiary Company”** any company in which the Company 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;
- 1.16 **“Trustee”** a director of the Company, and includes any person occupying the position of director, by whatever name called; and
- 1.17 **“Writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.