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Company Number: 01217770

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Articles of Association of The Institute of Brewing & Distilling

(Amended by Special Resolution passed on 10 September 2024)

1. The company's name is The Institute of Brewing & Distilling (referred to in this document as The IBD).

2. Interpretation

2.1 In these Articles:

'address' means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or a telephone number for receiving text messages, in each case registered with The IBD;

'the Articles' means The IBD's Articles of Association;

'Auditors' means the current auditors of The IBD

'Board' means the Board of Directors of The IBD, from time to time;

'Byelaws' means the Byelaws of The IBD, made from time to time, pursuant to Article 36;

'CEO' means the Chief Executive Officer;

'clear days' in relation to the period of a notice means a period excluding:

- (a) the day when the notice is given or deemed to be given; and
- (b) the day for which it is given or on which it is to take effect;

'connected person' means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Director;
- (b) the spouse or civil partner of the Director or of any person falling within sub-clause (a) above;

- (c) a person carrying on business in partnership with the Director or with any person falling within sub-clause (a) or (b) above;
- (d) an institution which is controlled:
 - (i) by the Director or any connected person falling within sub-clause (a), (b), or (c) above;
 - (ii) by two or more persons falling within sub-clause d(i), when taken together.
- (e) a body corporate in which:
 - (i) the Director or any connected person falling within subclauses (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.
- (f) Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this article.

‘the Commission’ means the Charity Commission for England and Wales;

‘Companies Acts’ means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to The IBD;

‘Council’ means the Council constituted pursuant to the Byelaws;

‘the Directors’ means the Directors of The IBD. The Directors are charity Trustees as defined by section 177 of the Charities Act 2011;

‘document’ includes, unless otherwise specified, any document sent or supplied in electronic form;

‘electronic form’ has the meaning given in section 1168 of the Companies Act 2006;

‘IBD HQ’ means the registered office of The IBD, from time to time;

‘officers’ includes the Directors and the Secretary (if not a Director at the time);

‘Secretary’ means any person appointed by the Directors to perform the duties of the Secretary to the Board of The IBD.

‘the United Kingdom’ means Great Britain and Northern Ireland.

- 2.2 Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 2.3 Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Acts, but excluding any statutory modification not in force when this constitution becomes binding on The IBD.
- 2.4 Apart from the exception mentioned in the previous paragraph, a reference to an Act of

Parliament includes any statutory modification or re-enactment of it for the time being in force.

- 2.5 The model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (2008/3229) shall not apply to The IBD.

3. Liability of Members

- 3.1 The liability of the members is limited to a sum not exceeding £1, being the amount that each member undertakes to contribute to the assets of The IBD in the event of it being wound up while they are a member or within one year after they cease to be a member, for:

- (a) payment of The IBD's debts and liabilities incurred before they cease to be a member;
- (b) payment of the costs, charges and expenses of winding up;
- (c) adjustment of the rights of the contributories among themselves.

4. Objects

- 4.1 The objects for which The IBD is established are the advancement of education of benefit to the public or a section of the public, especially in the sciences of brewing, fermentation and distillation ('Objects').
- 4.2 Nothing in the Articles shall authorize an application of the property of The IBD for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

5. Powers

- 5.1 The IBD has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, it has power:
- (a) to organise examinations, instructing and supervising students enrolled for them;
 - (b) to organise lectures, seminars and other educational events;
 - (c) to publish Journals;
 - (d) to disseminate knowledge in the fields listed in the Objects using oral, written and electronic means;
 - (e) to maintain a headquarters facilities;
 - (f) to award and confer scholarships, exhibitions, studentships, prizes, medals and educational grants generally, and to aid, support and make donations to other charitable institutions having similar or kindred objects to those of The IBD;
 - (g) to control any bequests and grants given to The IBD;
 - (h) to liaise and communicate with other institutes with similar Objects;
 - (i) to raise funds or borrow money, complying with any relevant statutory

- regulations;
- (j) to use these funds to further the Objects of The IBD within the requirements of The IBD's charitable status;
 - (k) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
 - (l) to sell, lease or otherwise dispose of all or any part of the property belonging to The IBD. In exercising this power, The IBD must comply, as appropriate, with sections 117 and 122 of the Charities Act 2011;
 - (m) to establish or support any charitable trust, associations or institutions formed for any of the charitable purposes included in the Objects;
 - (n) to acquire, merge with, or to enter into, any partnership or joint venture arrangement with any other charity;
 - (o) to sell, let, mortgage, dispose of or turn to account all, or any, of the property or assets of The IBD;
 - (p) to invest any funds not currently required to meet The IBD's Objects;
 - (q) to employ , and to provide remuneration, retirement pensions and other usual employee benefits for them;
 - (r) to provide indemnity insurance for the Directors in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
 - (s) to pay out of the funds of The IBD the costs of forming and registering The IBD both as a company and as a charity;
 - (t) to apply all or any of the assets of The IBD, whether capital or income, in furtherance of the said Objects or any of them; and
 - (u) generally to do all such other things are incidental to the attainment or furtherance of the said Objects or any of them.

6. Application of Income and Property

- 6.1 The income and property of The IBD shall be applied solely towards the promotion of the Objects.
- 6.2 A Director is entitled to be reimbursed from the property of The IBD, or may pay out of such property, reasonable expenses properly incurred by them when acting on behalf of The IBD.
- 6.3 A Director may benefit from trustee indemnity insurance cover purchased at The IBD's expense in accordance with and subject to the conditions in, section 189 of the Charities Act 2011.
- 6.4 A Director may receive an indemnity from The IBD in circumstances specified in Article 35.
- 6.5 A Director may not receive any other benefit or payment unless it is authorised by Article 7.
- 6.6 Subject to Article 7, none of the income or property of The IBD may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of The IBD. This does not prevent a member who is not also a member

of its Board receiving:

- (a) a benefit from The IBD in the capacity of a beneficiary of The IBD,
- (b) reasonable and proper remuneration for any services supplied to The IBD.

7. Benefits and Payments to Directors and connected persons

7.1 General provisions

No Director or connected person may:

- (a) buy any goods or services from The IBD on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to The IBD;
- (c) be employed by, or receive any remuneration from, The IBD;
- (d) receive any other financial benefit from The IBD,

unless the payment is permitted by Article 7.2 or authorised by the court or the Charity Commission.

In this article a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

7.2 Scope and powers permitting Directors' or connected persons' benefits

- (a) A Director or connected person may receive a benefit from The IBD in the capacity of a beneficiary of The IBD, provided that a majority of the Directors do not benefit in this way.
- (b) A Director or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to The IBD where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- (c) Subject to Article 7.3, a Director or connected person may provide The IBD with goods that are not supplied in connection with services provided to The IBD by the Director or connected person.
- (d) A Director or connected person may receive interest on money lent to The IBD at a reasonable and proper rate, which must be not more than 6 per cent per annum.
- (e) A Director or connected person may receive rent for premises let by the Director or connected person to The IBD. The amount of the rent and the other terms of the lease must be reasonable and proper. The Director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

- (f) A Director or connected person may take part in the normal trading and fundraising activities of The IBD on the same terms as members of the public.

7.3 Payment for supply of goods only – controls

The IBD and its Board may only rely upon the authority provided by article 7.2(c) if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between The IBD or the Board (as the case may be) and the Director or connected person supplying the goods (the ‘supplier’) under which the supplier is to supply the goods in question to or on behalf of The IBD;
- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- (c) The other Directors are satisfied that it is in the best interests of The IBD to contract with the supplier rather than with someone who is not a Director or connected person. In reaching that decision the Board must balance the advantage of contracting with a Director or connected person against the disadvantages of doing so;
- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to The IBD;
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of the Board is present at the meeting;
- (f) The reason for their decision is recorded by the Board in the minute book;
- (g) A majority of the Directors then in office are not in receipt of remuneration or payments authorised by Article 7.

7.4 In Articles 7.2 and 7.3:

- (a) ‘The IBD’ includes any company in which The IBD:
 - (i) holds more than 50% of the shares; or
 - (ii) controls more than 50% of the voting rights attached to the shares; or
 - (iii) has the right to appoint one or more directors to the board of the company.
- (b) ‘connected person’ includes any person within the definition in Article 2.

8. Declarations of Director’s Interests

Directors must declare the nature and extent of any interest, direct or indirect, that they have in a proposed transaction or arrangement with The IBD, or in any transaction or arrangement entered into by The IBD whether previously declared or not. The

Director must absent themselves from any discussions of The IBD's Directors in which it is possible that a conflict of interests may arise between their duty to act solely in the interests of The IBD and any personal interest (including, but not limited to, any personal financial interest).

9. Conflicts of Interests and Conflicts of Loyalties

9.1 If a conflict of interests, which is not authorised elsewhere in these Articles, arises for a Director because of a duty of loyalty to another organisation or person, those Directors without a conflict of interests may authorise such conflict of interest if the following applies:

- (a) the conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- (b) the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting;
- (c) the unconflicted Directors consider it is in the best interests of The IBD to authorise the conflict of interests in the circumstances applying.

9.2 This article only refers to a conflict of interests arising because of a duty of loyalty owed to another organisation or person that does not involve a direct or indirect benefit to the Director or connected person.

10. Members

10.1 The number of members is unlimited.

10.2 Membership is open to any individual who applies to The IBD on the form required by the Directors and whose membership is ratified by the Council.

10.3 Membership is also open to any charitable body corporate with objects similar to The IBD who applied to The IBD in the form required by the Directors and whose membership is approved by the Directors. Any such member shall be a voting member.

10.4 The method of applying for membership is detailed in the Byelaws.

10.5 Applications for membership may only be refused if, acting reasonably and properly, it is considered to be in the best interests of The IBD to refuse the application. The Directors must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision. The Directors must consider any written representations the applicant may make about the decision. The Directors' decision following any written representations must be notified to the applicant in writing but shall be final.

10.6 Membership is not transferable.

10.7 The Directors must keep a register of names and addresses of all members.

11. Classes of Membership

There are two classes of Members; voting and non-voting members as detailed in the Byelaws.

12. Termination of Membership

12.1 Membership is terminated if:

- (a) the member dies;
- (b) the member resigns by written notice to The IBD unless, after the resignation, there would be less than two members;
- (c) any sum due to The IBD from the member is not paid in full within six months of it falling due;
- (d) the member is removed from membership by a resolution of the Directors that it is in the best interests of The IBD that their membership is terminated. The member must be given at least twenty-one days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it is to be proposed. The member, or at the option of the member, the member's representative (who need not be a member of The IBD) has been allowed to make representations to the meeting.

13. General Meetings

13.1 An Annual General Meeting must be held in each year and not more than fifteen months may elapse between successive annual general meetings.

13.2 The Directors may call a general meeting at any time.

13.3 Members may also request a general meeting. In order to do this, 5% of the membership must request the meeting and requests must be forwarded to the Company Secretary.

14. Notice of General Meetings

14.1 Twenty-one clear days' notice shall be given for an Annual General Meeting.

14.2 Fourteen clear days' notice shall be given for other general meetings.

14.3 A General Meeting may be called by shorter notice if it is so agreed by a majority of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 per cent of the total voting rights.

14.4 Notice of meetings, as stipulated in the Byelaws, must include the date, time, place of

the meeting and the general nature of the business to be considered. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and Article 16.

14.5 The notice must be given to all the members and to the Directors and Auditors.

14.6 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of accidental omission by The IBD.

15. Proceedings at General Meetings

15.1 Subject to Article 15.4, the quorum for a General Meeting is twelve members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting. If a quorum is not present within half an hour from the time appointed for the meeting; or during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Directors shall determine.

15.2 The Directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.

15.3 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting, the members present in person or by proxy at that time shall constitute the quorum of that meeting.

15.4 In the event that The IBD's only member is a charitable body corporate, that member alone shall constitute a quorum for a General Meeting.

15.5 General Meetings shall be chaired by a person who has been appointed to chair the meeting by the Directors (the President if they are available). If the appointed person is not present within fifteen minutes of the time appointed for the meeting, a Director nominated by the other Directors shall chair the meeting.

15.6 In the event that no Director is present, or willing to chair the meeting, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.

15.7 The members present in person or by proxy at a meeting may resolve by an ordinary resolution that the meeting shall be adjourned.

15.8 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.

15.9 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

- 15.10 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 15.11 Any item must have a proposer and seconder and be decided by a show of hands unless before, or on the declaration of the result of the show of hands, a poll is demanded.
- (a) by the person chairing the meeting; or
 - (b) by at least two members present in person or by proxy and having the right to vote at the meeting; or
 - (c) by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 15.12 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded. The result of the vote must be recorded in the minutes of The IBD but the number or proportion of votes cast need not be recorded.
- 15.13 A demand for a poll may be withdrawn at any time before the poll is taken, but only with the consent of the person chairing the meeting.
- 15.14 Where a demand for a poll is withdrawn the original vote shall be valid.
- 15.15 The person chairing the meeting shall dictate how the poll is taken, including where and when the result will be announced, and may appoint scrutineers who need not be members. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 15.16 A poll demanded on the election of the person to chair a meeting or on a question of adjournment must be taken immediately. A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- 15.17 The poll must take place within thirty days of being demanded.
- 15.18 If the poll is not taken immediately at least seven days' notice must be given of the poll specifying the time and place at which the poll is to be taken.
- 15.19 The resolution of the poll shall be published with the minutes, or as an addendum to the minutes if they have already been published.
- 15.20 The meeting may proceed to other items after the demand for a poll.
- 15.21 All meetings shall be minuted by a person appointed by the Board for this purpose. Records of General Meetings shall be retained for a minimum of ten years.

16. Proxy Notices

16.1 Proxies may only validly be appointed by a notice in writing that must state the name and address of the member appointing the proxy, identify the person appointed to be that member's proxy and the general meeting to which that person is appointed as proxy and be signed by the member appointing the proxy.

16.2 A proxy notice must be delivered to The IBD in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

16.3 Proxy notices must specify how the proxy appointed under them is to vote.

17. Delivery of proxy notices

17.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting remains so entitled in respect of that meeting, or any adjournment of it, even though a valid proxy notice has been delivered to The IBD by or on behalf of that person.

17.2 An appointment under a proxy notice may be revoked by delivering to The IBD a notice in writing given by, or on behalf of, the person by whom or on whose behalf the proxy notice was given.

17.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

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

18. Written Resolutions

18.1 A resolution in writing shall be agreed by a simple majority of the members entitled to vote upon it had it been proposed at a general meeting, or in the case of a special resolution of not less than 75% of such members, provided that a copy of the proposed resolution has been sent to every eligible member, a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified their agreement to the resolution and it is contained in an authenticated document which has been received at IBD HQ within the period of 28 days, beginning with the circulation date.

18.2 A resolution in writing may consist of several copies to which one or more members have signified their approval.

19. Votes of Members

19.1 Subject to Article 10, every member entitled to vote shall have one vote that may be delivered in person or by proxy.

19.2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

20. Sections

20.1 The IBD will be divided into Sections which are organised groups of members, as detailed in the Byelaws.

20.2 Members will select the Section to which they wish to belong at application for membership but are free to change Sections as and when they wish.

20.3 Requests to change Sections must be made in writing to IBD HQ.

20.4 Sections will report via the Council, on which they are represented, to the Board. They will also prepare an annual report on their activities for inclusion in the Board of Directors' Annual Report.

21. Officers

The President, Deputy President, Immediate Past-president and Treasurer shall be Officers of The IBD.

22. Chief Executive Officer

22.1 The Board shall appoint a Chief Executive Officer ('CEO') to oversee the day to day running of The IBD, HQ facilities and staff within the bounds laid down by the Board and the Council.

22.2 The Board shall set the remuneration and terms and conditions of employment of the CEO.

22.3 The CEO is responsible to the President who will report to the Board in his position as Chairman. In the absence of the President, the Deputy President will act as the primary point of contact for the CEO.

23. Directors

23.1 A Director must be aged 18 years or older.

23.2 Directors must be members of The IBD.

23.3 The maximum number of Directors shall be nine and further Directors may not be appointed by either The IBD or the other Directors if that appointment means this number is exceeded.

- 23.4 The IBD Officers shall be Directors.
- 23.5 There shall be five further Directors elected at a General Meeting, as detailed in the Byelaws.
- 23.6 The term of office of any Director shall not exceed six years. Directors may resign from office at any time.
- 23.7 On the resignation of a Director, the Council shall recommend a suitable replacement on a temporary basis. A permanent replacement Director shall be appointed at a general meeting.
- 23.8 No one may be appointed a Director if they would be legally disqualified from acting.
- 23.9 A Director may not appoint an alternate Director or anyone to act on their behalf at meetings of the Directors.

24. Powers of Directors

- 24.1 The Directors shall manage the business of The IBD and may exercise all the powers of The IBD unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution.
- 24.2 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.
- 24.3 Any decision made at a meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.

25. Disqualification and Removal of Directors

- 25.1 A Director shall cease to hold office if they:
- (a) cease to be a Director by virtue of any provision in the Companies Acts or is prohibited by law from being a Director;
 - (b) are legally disqualified from acting as a Trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions);
 - (c) ceases to be a member of The IBD;
 - (d) in the written opinion, given to The IBD, of a registered medical practitioner treating them, they have become physically or mentally incapable of acting as a Director and may remain so for more than three months;
 - (e) resigns as a Director by notice to The IBD; or
 - (f) are absent without the permission of the Directors from all their meetings held within a period of six consecutive months and the Directors resolve that their office be vacated.
- 25.2 Directors may be removed from the Board if a minimum of two thirds of the Directors

agree to this. In this instance the Director whose removal is proposed shall not have the right to vote on the matter.

26. Remuneration of Directors

The Directors will not be paid any remuneration unless it is authorised by Article 7.

27. Proceedings of Directors

- 27.1 The Directors may regulate their proceedings as they think fit, subject to the provisions of the Articles and Byelaws.
- 27.2 Any Director may call a meeting of the Directors.
- 27.3 The Board Secretary shall call meetings of the Directors and must call a meeting of the Directors if requested to do so by a Director.
- 27.4 The quorum for a meeting of the Board of Directors shall be six. If the meeting is not quorate, the Director(s) may only fill vacancies or call a General Meeting.
- 27.5 Meetings will be chaired by the President or, if they are not available, their deputy nominated before the meeting. If neither the President or their nominated deputy are present at the time appointed for the meeting, the Directors shall appoint a chairman from amongst themselves, provided the meeting is quorate. The person appointed to chair meetings of the Directors shall have no functions or powers except those conferred by the Articles or delegated to them by the Directors.
- 27.6 Questions arising at a meeting shall be decided by a majority of votes.
- 27.7 In the case of an equality of votes, the Chairman shall have a casting vote.
- 27.8 Meetings may be held by suitable electronic means when agreed by the Directors providing all Directors who wish to are able to participate.
- 27.9 No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made (including electronic presence).
- 27.10 A resolution in writing or in electronic form agreed by all of the Directors entitled to receive notice of a meeting of the Directors and to vote upon the resolution shall be valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.
- 27.11 A resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Directors has signified their agreement.

28. Delegation

- 28.1 The Directors may delegate any of their powers or functions to a committee including two or more Directors but the terms of any delegation must be recorded in the minutes. The proceedings of any such Committee are governed by the same conditions as laid down in these Articles, provided they have not been superseded by a regulation made by the Board or by a change in the Byelaws.

- 28.2 Such committees shall report to the Board fully and promptly.
- 28.3 The Directors may impose conditions when delegating, including the conditions that the relevant powers are to be exercised exclusively by the committee to whom they delegate and no expenditure may be incurred on behalf of The IBD except in accordance within any budget previously agreed by the Directors.
- 28.4 The Directors may revoke or alter a delegation.

29. Validity of Directors' Decisions

- 29.1 Subject to Article 29.2, all acts done by a meeting of Directors, or of a committee of Directors, shall be valid even if a Director who is not entitled to vote in fact voted, provided that:
- (a) a decision was made by the majority of the remaining Directors;
 - (b) the decision does not confer any benefit on that Director or a connected person;
 - (c) after the removal of the vote cast by the ineligible Director the meeting remains quorate.
- 29.2 Directors or a connected person may not keep any benefit conferred upon them by a resolution of the Directors or of a committee of Directors.

30. Seal

The seal must only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and, unless otherwise so determined, it shall be signed by a Director and by a second Director or the Secretary or by a sole Director in the presence of a witness.

31. Minutes

- 31.1 The Directors must keep minutes of all:
- (a) appointments of officers ratified by the Directors;
 - (b) proceedings at meetings of The IBD;
 - (c) meetings of the Directors and committees of Directors including the names of the Directors present at the meeting, the decisions made at the meetings and, where appropriate, the reasons for the decisions.

32. Accounts

- 32.1 The Directors must prepare accounts for each financial year.
- 32.2 The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- 32.3 The Board must keep records as required by the Companies Act.

32.4 The Board shall determine whether, when, how and to what extent the accounts shall be open for inspection by members. Members do not have the right to demand inspection of the accounts except as conferred by law or authorised by the Board or by The IBD in General Meeting.

32.5 Accounts must be approved by General Meeting before filing.

33. Annual Report and Return and Register of Charities

33.1 The Directors must comply with the requirements of the Charities Act 2011 with regard to the transmission of a copy of the statements of account to the Commission, preparation of an Annual Report and the transmission of a copy of it to the Commission and preparation of an Annual Return and the transmission of a copy of it to the Commission.

33.2 The Directors must notify the Commission promptly of any changes to The IBD's entry on the Central Register of Charities.

34. Means of Communication to be Used

34.1 Subject to the Articles, anything sent, or supplied by or to The IBD under the Articles 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 or to The IBD.

34.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors shall be sent or supplied in the manner the Director requests.

34.3 Any notice to be given to, or by, any person pursuant to the Articles must be given in either writing or electronic form.

34.4 The IBD may give any notice to a member personally, by post in a prepaid envelope addressed to the member at their address, by leaving it at the address of the member, by giving it in electronic form to the member's address or by placing the notice on a website and providing the member with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place, date and time of the meeting.

34.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that electronic form of notice was given shall be conclusive where The IBD can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.

- 34.6 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given 48 hours after the envelope containing it was posted or in the case of electronic communication, 48 hours after it was sent.
- 34.7 A member who does not register an e-mail address with The IBD and who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from The IBD.
- 34.8 A member present in person at any meeting of The IBD shall be deemed to have received notice of the meeting and of the purposes for which it was called.

35. Indemnity

The IBD will indemnify Directors and former Directors against any liability incurred in their capacity as Directors, to the extent permitted by sections 232 to 234 of the Companies Act 2006.

36. Byelaws

- 36.1 The Directors may from time to time make such reasonable and proper Byelaws that they may deem necessary or expedient for the proper conduct and management of The IBD.
- 36.2 The Byelaws may regulate the following matters but are not restricted to them:
- (a) the admission of members to The IBD and the rights and privileges of such members and the entrance fees, subscriptions and other fees or payments to be made by members;
 - (b) the conduct of members of The IBD in relation to one another and to The IBD's employees and volunteers;
 - (c) the setting aside of the whole or any part or parts of The IBD's premises at any time for any particular purpose or purposes;
 - (d) the procedure at General Meetings and meetings of the Directors in so far as such procedure is not regulated by the Companies Acts or by the Articles;
 - (e) generally, all such matters as are commonly the subject matter of company Byelaws.
- 36.3 The Board has the power to alter, add to or repeal the rules or Byelaws provided that they are not contrary to the laws or the Objects of The IBD.
- 36.4 The Directors must adopt such means as they think sufficient to bring the Byelaws to the notice of members of The IBD.
- 36.5 Changes made will not come into effect until approved by the members at a General Meeting.
- 36.6 The Byelaws shall be binding on all members of The IBD. No rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

37. Disputes

If a dispute arises between members of The IBD about the validity or propriety of anything done by the members of The IBD under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith, to settle the dispute by mediation before resorting to litigation.

38. Dissolution

38.1 If upon the winding up or dissolution of The IBD there remains, after the satisfaction of all of its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of The IBD, but shall be given or transferred to some charitable institution or institutions having objects similar to the Objects and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on The IBD under or by virtue of Article 6, such institution or institutions to be determined by the Members of The IBD at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object to be selected by the Board of The IBD at or before the time aforesaid.