

Companies Act 2006  
Company Limited by Guarantee

ARTICLES OF ASSOCIATION OF  
CLIMATE STRATEGIES



**1** Objects

1.1 The Objects of the Company (the "Objects") are:

- 1.1.1 the conservation of the natural environment by promoting the reduction of greenhouse gases;
- 1.1.2 to promote and carry out for the public benefit research into international policy dimensions of reducing emissions and adapting to climate change, including international coordination issues, and to publish and widely disseminate the useful results of such research.

but are otherwise unrestricted in accordance with section 31 of the Companies Act.

1.2 Application of Property & Income / Dissolution

- 1.2.1 None of the income or property of the company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the company (in the capacity as a member).
- 1.2.2 In no circumstances shall the assets of the company be paid to or distributed among the members of the company (except to a member that is approved in accordance with clause 1.2.5).
- 1.2.3 If the members resolve by special resolution to dissolve the company the directors will remain in office and be responsible for winding up the affairs of the company in accordance with this clause.
- 1.2.4 The company must collect in all the assets of the company and must pay or make provision for all the liabilities of the company.

1.2.5 The directors must apply any remaining property or money of the company by transfer to any corporate body which has the same or similar Objects to the company as approved by special resolution of the members.

## **2 Powers**

2.1 Subject to these Articles, the Executive Committee Members are responsible for the management of the Company's business, for which they may exercise all the powers of the Company.

## **3 The members of the Executive Committee**

3.1 Executive Committee Members are elected by the Members or co-opted by the Executive Committee.

3.2 The Executive Committee shall consist of at least three and not more than seven individuals over the age of 18, all of whom must be Members of the Company and support the Objects. If any Executive Committee Member is a corporate body it must act through a named representative whose contact details are notified to the Executive Committee and there must be at least one individual Executive Committee Member.

3.3 In order to be appointed as an Executive Committee Member, each prospective Executive Committee Member must:

3.3.1 be a Member; and

3.3.2 have signed a written declaration of willingness to act as an Executive Committee Member of the Company.

3.4 One third (or the number nearest one third) of the Executive Committee must retire each year, those longest in office retiring first and the choice between any of equal service being made by drawing lots.

3.5 A retiring Executive Committee Member who is eligible under this Article 3 may be reappointed.

3.6 An Executive Committee Member's term of office as such automatically terminates if he/she:

- 3.6.1 ceases to be a Member;
  - 3.6.2 ceases to be a director by virtue of any provision of the Companies Act or is prohibited from being a director by law;
  - 3.6.3 is incapable, whether mentally or physically, of managing his/her own affairs;
  - 3.6.4 is absent without notice from three consecutive meetings of the Executive Committee or from six meetings of the Executive Committee within a twelve month period; or
  - 3.6.5 resigns by written notice to the Executive Committee (but only if at least three Executive Committee Members will remain in office); or
  - 3.6.6 is removed by the Members at a general meeting under the Companies Act.
- 3.7 The Executive Committee may at any time co-opt any individual who is eligible under this Article 3 as an Executive Committee Member to fill a vacancy in their number or (subject to the maximum number permitted by Article 3.2) as an additional Executive Committee Member, but a co-opted Executive Committee Member holds office only until the next AGM at which he/she is eligible for election.
- 3.8 A technical defect in the appointment of an Executive Committee Member of which the Executive Committee is unaware at the time does not invalidate decisions taken at a meeting of the Executive Committee.
- 4 Executive Committee Member's proceedings**
- 4.1 The Executive Committee must hold at least four meetings each year.
  - 4.2 A quorum at a meeting of the Executive Committee is at least two Executive Committee Members.
  - 4.3 A meeting of the Executive Committee may be held either in person or by suitable electronic means agreed by the Executive Committee Members in which all participants may communicate with all the other participants.

- 4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Executive Committee Member chosen by the Executive Committee Members present presides at each meeting.
- 4.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Executive Committee Members is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.6 Every Executive Committee Member has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote.
- 4.7 The Executive Committee may act despite any vacancy on the Executive Committee. But if the number of Executive Committee Members falls below the quorum, it may only act to co-opt additional Executive Committee Members or to summon a general meeting of the Company.
- 4.8 A procedural defect of which the Executive Committee is unaware at the time does not invalidate decisions taken at a meeting.

## **5 Executive Committee's powers**

- 5.1 The Executive Committee has the following powers in the administration of the Company:
  - 5.1.1 to appoint (and remove) any person (who may be an Executive Committee Member) as Managing Director of the Company, and to delegate the management of all or some of the Company's business to him or her, including, inter alia:
    - (i) personnel management;
    - (ii) the contracting of projects;
    - (iii) project management; and
    - (iv) public relations.

- 5.1.2 to appoint (and remove) any person (who may be an Executive Committee Member) to act as Secretary in accordance with the Companies Act;
- 5.1.3 to appoint a Chairman, a treasurer and other honorary officers from among their number;
- 5.1.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them;
- 5.1.5 to make standing orders consistent with the Memorandum, these Articles and the Companies Act to govern proceedings at general meetings of the Company;
- 5.1.6 to make rules consistent with the Memorandum, these Articles and the Companies Act to govern their proceedings and proceedings of committees;
- 5.1.7 to make regulations consistent with the Memorandum, these Articles and the Companies Act to govern the administration of the Company and the use of its seal (if any);
- 5.1.8 to establish procedures to assist the resolution of disputes or differences within the Company; and
- 5.1.9 to exercise in their capacity as Executive Committee Members any powers of the Company which are not reserved to the Members.

## **6 Conflicts**

- 6.1 For the purposes of section 175 of the Companies Act, the Executive Committee Members may authorise any matter proposed to them in accordance with these Articles which would, if not so authorised, involve a breach of duty by an Executive Committee Member under that section, including, without limitation, any matter which relates to a situation in which an Executive Committee Member has, or can have, an interest which conflicts, or possibly may conflict, with the interests of the Company. Any such authorisation will be effective only if:

- 6.1.1 any requirement as to quorum at the meeting at which the matter is considered is met without counting the Executive Committee Member in question or any other interested Executive Committee Member; and
- 6.1.2 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

The Executive Committee Members may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions they expressly impose but such authorisation is otherwise given to the fullest extent permitted. The Executive Committee Members may vary or terminate any such authorisation at any time.

For the purposes of these Articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

- 6.2 An Executive Committee Member shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as an Executive Committee Member of the Company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this Article applies only if the existence of that relationship has been approved by the Executive Committee Members pursuant to Article 6.1. In particular, the Executive Committee Member shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Companies Act (inclusive) because he fails:

- 6.2.1 to disclose any such information to the Executive Committee or to any Executive Committee Member or other officer or employee of the Company; and/or

- 6.2.2 to use or apply any such information in performing his duties as an Executive Committee Member of the Company.

- 6.3 The provisions of these Articles are without prejudice to any equitable principle or rule of law which may excuse the Executive Committee Member from:

6.3.1 disclosing information, in circumstances where disclosure would otherwise be required under these Articles; or

6.3.2 attending meetings or discussions or receiving documents and information in circumstances where such attendance or receipt of such documents and information would otherwise be required under these Articles.

## **7 Records and Accounts**

7.1 The Executive Committee must comply with the requirements of the Companies Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:

7.1.1 annual returns; and

7.1.2 annual statements of account.

7.2 The Executive Committee must also keep records of:

7.2.1 all proceedings at meetings of the Executive Committee;

7.2.2 all resolutions in writing;

7.2.3 all reports of committees; and

7.2.4 all professional advice obtained.

7.3 Accounting records relating to the Company must be made available for inspection by any Executive Committee Member at any time during normal office hours and may be made available for inspection by Members who are Executive Committee Members if the Executive Committee so decides.

7.4 A copy of the Company's constitution and latest available statement of account must be supplied on request to any Executive Committee Member. Copies of the latest accounts must also be supplied in accordance with the Companies Act to any other person who makes a written request and pays the Company's reasonable costs incurred in complying with such request.

## **8 Membership**

- 8.1 The Company must maintain a register of Members.
- 8.2 *The subscribers to the Memorandum are the first Members.*
- 8.3 Membership is open to any person interested in furthering the Objects and approved by the Executive Committee Member.
- 8.4 If any Member is an Institutional Member, it must act through one named representative whose contact details are notified to the Company. Such representative has the right to attend and to vote at general meetings of the Company and any vote given by him/her on behalf of the Institutional Member shall be valid unless at least five clear days' prior to the general meeting at which the vote is cast, the Company receives written notice from the Institutional Member ending such representative's authority.
- 8.5 The form and the procedure for applying for Membership is to be prescribed by the Executive Committee Member.
- 8.6 Membership is not transferable.
- 8.7 The Executive Committee Members may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

## **9 Termination of Membership**

- 9.1 Membership is terminated if:
- 9.1.1 the Member dies or ceases to exist;
  - 9.1.2 the Member resigns by written notice to the Company;
  - 9.1.3 any sum due from the Member to the Company is not paid in full within six months of it falling due and the Executive Committee resolves to end that Member's Membership;
  - 9.1.4 the Member is removed from Membership by a resolution of the Executive Committee that it is in the best interest of the Company



that his or her or its Membership is terminated. A resolution to remove a Member from Membership may only be passed if:

- (i) the Member has been given at least 21 clear days' notice in writing of the meeting of the Executive Committee at which the resolution will be proposed and the reasons why it is to be proposed; and
- (ii) the Member or, at the option of the Member, the Member's representative (who need not be a Member) has been allowed to make representations to the meeting.

The Executive Committee's decision following any representations at the meeting must be notified to the Member in writing within fourteen clear days the meeting but shall be final.

## 10 General Meetings

- 10.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Company before the commencement of the meeting).
- 10.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 10.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least two.
- 10.4 The chairman at a general meeting is elected by the Members present in person or by proxy in his/her capacity as a Member and not as proxy for another Member.
- 10.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.
- 10.6 Every Member present in person or by proxy has one vote on each issue.
- 10.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as

an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.

10.8 The Company may (but need not) hold an AGM in any year.

10.9 *Members must annually:*

10.9.1 receive the accounts of the Company for the previous financial year;

10.9.2 receive a written report on the Company's activities;

10.9.3 be informed of the retirement of those Executive Committee Members who wish to retire or who are retiring by rotation;

10.9.4 elect Executive Committee Members to fill the vacancies arising; and

10.9.5 appoint reporting accountants or auditors for the Company.

10.10 Members may also from time to time

10.10.1 confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Company; and

10.10.2 determine any issues of policy or deal with any other business put before them by the Executive Committee.

10.11 A general meeting may be called by the Executive Committee at any time and must be called within 21 days of a written request from one or more Executive Committee Members (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

10.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

## 11 Limited Liability

11.1 The liability of Members is limited in accordance with Article 12.

## **12 Guarantee**

12.1 Every Member promises, if the Company is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

12.1.1 payment of those debts and liabilities of the Company incurred before he/she ceased to be a Member;

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

12.1.3 the adjustment of rights of contributors among themselves.

## **13 Communications**

13.1 Notices and other documents to be served on Members or Executive Committee Members under the Articles or the Companies Act may be served:

13.1.1 by hand;

13.1.2 by post;

13.1.3 by suitable electronic means; or

13.1.4 through publication in the Company's newsletter or on the Company's website.

13.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. is shown in the register of Members.

13.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

13.3.1 24 hours after being sent by electronic means, posted on the Company's website or delivered by hand to the relevant address;

13.3.2 two clear days after being sent by first class post to that address;

13.3.3 three clear days after being sent by second class or overseas post to that address;

13.3.4 immediately on being handed to the recipient personally; or, if earlier,

13.3.5 as soon as the recipient acknowledges actual receipt.

13.4 A technical defect in service of which the Executive Committee is unaware at the time does not invalidate decisions taken at a meeting.

#### 14 Interpretation

14.1 The Model Articles apply to the Company, except insofar as they are modified or excluded by or are contrary to the provisions of these Articles, in which case the provisions of these Articles shall take precedence.

14.2 In these Articles, unless the context indicates another meaning:

14.2.1 "AGM" means an annual general meeting of the Company;

14.2.2 "Articles" means the Company's Articles of Association and "Article" refers to a particular Article;

14.2.3 "Executive Committee" means the Company's board of Executive Committee Members;

14.2.4 "Chairman" means the chairman of the Executive Committee;

14.2.5 "clear day" does not include the day on which notice is given or the day of the meeting or other event;

14.2.6 "Company" means the company governed by these Articles;

14.2.7 "Companies Act" means the Companies Act 2006;

14.2.8 "constitution" means the Memorandum and the Articles and any special resolutions relating to them;

14.2.9 "Executive Committee Member" means a director of the Company, but where a director is a corporate body this shall include where appropriate the named representative of such director;

- 14.2.10 **“electronic means”** refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
- 14.2.11 **“financial year”** means the Company’s financial year;
- 14.2.12 **“Institutional Member”** means a Member that is a corporate body or institution;
- 14.2.13 **“Member”** means a member of the Company (and **“Membership”** shall be construed accordingly);
- 14.2.14 **“Memorandum”** means the Company’s Memorandum of Association;
- 14.2.15 **“month”** means a calendar month;
- 14.2.16 **“Model Articles”** means the model articles for private companies limited by guarantee contained in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI2008/3229) as amended prior to the date of adoption of these Articles;
- 14.2.17 **“Objects”** means the objects of the Company as defined in Article 1;
- 14.2.18 **“ordinary resolution”** means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, ‘Members’ in this definition means a class of Members;
- 14.2.19 **“Resolution in writing”** means a written resolution of the Executive Committee Members;
- 14.2.20 **“Secretary”** means the Company’s secretary;
- 14.2.21 **“special resolution”** means a resolution of which at least 14 days’ notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting

power. Where applicable, 'Members' in this definition means a class of Members;

14.2.22 "written" or "in writing" refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

14.2.23 "written resolution" refers to an ordinary or a special resolution which is in writing; and

14.2.24 "year" means a calendar year.

14.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

14.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.