

The Companies Act 2006

Community Interest Company Limited by Guarantee

**Articles of Association of
Independent Press Standards Organisation C.I.C.**

2019

The Companies Act 2006

Community Interest Company Limited by Guarantee

INDEX TO THE ARTICLES

| | |
|---|----|
| INTERPRETATION..... | 1 |
| 1. Defined Terms | 1 |
| 2. Community Interest Company..... | 1 |
| 3. Asset Lock..... | 1 |
| 4. Not for profit | 1 |
| OBJECTS, POWERS, REMIT AND FUNCTIONS | 1 |
| 5. Objects..... | 1 |
| 6. Powers | 1 |
| 7. Remit..... | 2 |
| 8. The Company's functions | 2 |
| LIMITATION OF LIABILITY | 3 |
| 9. Liability of members | 3 |
| BOARD | 4 |
| DIRECTORS' POWERS AND RESPONSIBILITIES..... | 4 |
| 10. Board's general authority | 4 |
| 11. Board may delegate..... | 4 |
| DECISION-MAKING BY BOARD | 5 |
| 12. Board to take decisions collectively | 5 |
| 13. Calling a Board meeting..... | 5 |
| 14. Participation in Board meetings | 5 |
| 15. Quorum for Board meetings | 5 |
| 16. Chairing of Board meetings | 6 |
| 17. Decision-making at meetings | 6 |
| 18. Decisions without a meeting..... | 6 |
| 19. Conflicts of interest | 6 |
| 20. Board's power to authorise a conflict of interest | 7 |
| 21. Register of Directors' interests..... | 8 |
| APPOINTMENT AND RETIREMENT OF DIRECTORS..... | 8 |
| 22. Methods of appointing Directors | 8 |
| 23. Termination of Director's appointment..... | 9 |
| 24. Directors' remuneration and status | 10 |
| 25. Directors' expenses | 10 |
| APPOINTMENT PANEL AND COMPLAINTS COMMITTEE..... | 10 |
| 26. Appointment Panel..... | 10 |
| 27. Complaints Committee | 11 |
| MEMBERS | 12 |
| BECOMING AND CEASING TO BE A MEMBER | 12 |
| 28. Becoming a member..... | 12 |
| 29. Termination of membership..... | 13 |

| | |
|---|----|
| DECISION MAKING BY MEMBERS..... | 13 |
| 30. Members' meetings..... | 13 |
| 31. Written resolutions | 13 |
| ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS | 14 |
| 32. Means of communication to be used | 14 |
| 33. Irregularities..... | 15 |
| 34. Minutes..... | 15 |
| 35. Records and accounts..... | 15 |
| 36. Indemnity | 15 |
| 37. Insurance..... | 16 |
| 38. Exclusion of model articles | 16 |
| 39. Entrenched articles | 16 |
| SCHEDULE..... | 18 |

The Companies Act 2006

Articles of Association

of

Independent Press Standards Organisation C.I.C.

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.

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company

The Company is to be a community interest company.

3. Asset Lock

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

3.2.1 the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and

3.2.2 the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum and Articles of the Company.

4. Not for profit

The Company is not established or conducted for private gain: any profits or assets are used principally for the benefit of the community.

OBJECTS, POWERS, REMIT AND FUNCTIONS

5. Objects

The objects of the Company are to carry on activities which benefit the community and in particular to promote and uphold the highest professional standards of journalism in the United Kingdom, the Channel Islands and the Isle of Man, having regard at all times to the importance in a democratic society of freedom of expression and the public's right to know.

6. Powers

To further its objects the Company may do all such lawful things as may further the Company's objects and in particular, but without limitation, may borrow or raise and

secure the payment of money for any purpose including for the purposes of investment or of raising funds.

7. Remit

7.1 The Company shall regulate the following material published by Regulated Entities within the United Kingdom, Channel Islands and Isle of Man, subject to the exceptions in Article 7.3 below:

7.1.1 editorial content included in a printed newspaper or magazine; and

7.1.2 editorial content on electronic services operated by Regulated Entities such as websites and apps, including text, pictures, video, audio/visual and interactive content.

7.2 The Company may only regulate an entity (other than a Broadcaster) which publishes a printed newspaper or magazine and/or editorial content on electronic services in the United Kingdom, the Channel Islands and the Isle of Man, or targets such newspaper, magazine or electronic content at an audience in the United Kingdom, the Channel Islands and the Isle of Man. The Company shall not be entitled to refuse participation in the Regulatory Scheme to any such entity in a way that is unfair, unreasonable or discriminatory. If requested by any such entity, the Company may permit participation in the Regulatory Scheme for the purpose of using the Arbitration Service only.

7.3 Complaints handling by the Company shall be restricted to complaints about breaches of the Editors' Code which, for the avoidance of doubt, shall not include:

7.3.1 complaints about TV and radio services regulated by the Office of Communications, the Authority for Television on Demand and/or the BBC Trust;

7.3.2 complaints about advertising regulated by the Advertising Standards Authority and/or Advertising Standards Authority (Broadcasting) Limited;

7.3.3 concerns about matters of taste/decency and due impartiality;

7.3.4 at the Company's discretion, legal or contractual matters which are dealt with more appropriately by the Arbitration Service, the courts or tribunals or elsewhere;

7.3.5 complaints about books;

7.3.6 complaints about 'user generated content' posted onto Regulated Entities' websites which has not been reviewed or moderated by the Regulated Entity;

7.3.7 complaints about online material that is not on sites owned by or under the control of Regulated Entities;

7.3.8 complaints from one Regulated Entity about another Regulated Entity.

8. The Company's functions

8.1 The Company shall have the following functions:

8.1.1 handling complaints about breaches of the Editors' Code;

- 8.1.2 standards and compliance, which shall comprise:
- (a) the monitoring of compliance with the Editors' Code including through the provision by Regulated Entities of annual statements;
 - (b) the investigation of and adjudication on serious and systemic breaches of the Editor's Code and such other matters as may be provided for in the Regulations;
- 8.1.3 recording and publishing breaches of the Editors' Code, save that the Company may in its discretion determine that there are circumstances where this is inappropriate;
- 8.1.4 publishing an annual report in accordance with the Regulations;
- 8.1.5 providing guidance to Regulated Entities on matters concerning the Editors' Code, including public interest considerations. Such guidance shall be confidential and non-binding and shall not restrict the freedom to publish;
- 8.1.6 at the discretion of the Company, notifying and advising Regulated Entities about their activities in cases where an individual has raised concerns regarding undue press intrusion. Such notification and advice shall be confidential and non-binding and shall not restrict the freedom to publish;
- 8.1.7 if thought fit by the Board following due consideration and consultation, operating a system whereby Regulated Entities are entitled to display a mark or badge determined by the Company to denote adherence to the Editors' Code and the Regulations;
- 8.1.8 providing a confidential whistleblowing hotline for individuals who have been requested by, or on behalf of, a Regulated Entity to act contrary to the Editors' Code;
- 8.1.9 providing the Arbitration Service (subject to the terms of the Scheme Membership Agreements).

LIMITATION OF LIABILITY

9. Liability of members

- 9.1 The liability of each member is limited to £1.00, 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:
- 9.1.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a member;
 - 9.1.2 payment of the costs, charges and expenses of winding up; and
 - 9.1.3 adjustment of the rights of the contributories among themselves.

BOARD

DIRECTORS' POWERS AND RESPONSIBILITIES

10. Board's general authority

Subject to the Articles, the Board is responsible for the management of the Company's business, for which purpose it may exercise all the powers of the Company.

11. Board may delegate

11.1 Subject to the Articles, the Board may delegate any of the powers which are conferred on it under the Articles or the implementation of its decisions or day to day management of the affairs of the Company:

11.1.1 to such person or committee;

11.1.2 by such means (including by power of attorney);

11.1.3 to such an extent;

11.1.4 in relation to such matters or territories; and

11.1.5 on such terms and conditions;

as the Board thinks fit.

11.2 If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated.

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

11.4 The Board shall not delegate any of the following decisions:

11.4.1 appointments to the Board;

11.4.2 removal of a Director;

11.4.3 appointments to the Appointment Panel;

11.4.4 establishment or variation of the terms of an Arbitration Service;

11.4.5 adoption of the Editors' Code and any variations of that code;

11.4.6 any decision to commence a standards investigation in accordance with the Regulations;

11.4.7 establishment of an enforcement fund in accordance with the Scheme Membership Agreement and the repayment of any monies from that fund;

11.4.8 approval of the annual report required to be published in accordance with the Regulations;

11.4.9 approval of the imposition of any sanction under the Regulations.

DECISION-MAKING BY BOARD

12. Board to take decisions collectively

Any decision of the Board must be either a majority decision at a meeting or a decision taken in accordance with Article 18. If the Company has only one Director, a majority decision is made when that single Director makes a decision.

13. Calling a Board meeting

13.1 Three Directors may (and the Secretary, if any, must at the request of three Directors) call a Board meeting.

13.2 A Board meeting must be called by at least seven Clear Days' notice unless either:

13.2.1 all the Directors agree; or

13.2.2 urgent circumstances require shorter notice.

13.3 Notice of Board meetings must be given to each Director.

13.4 Every notice calling a Board meeting must specify:

13.4.1 the place, day and time of the meeting; and

13.4.2 if it is anticipated that Directors 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.

13.5 Notice of Board meetings need not be in Writing.

13.6 Notice of Board meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

14. Participation in Board meetings

14.1 Subject to the Articles, Directors participate in a Board meeting, or part of a Board meeting, when:

14.1.1 the meeting has been called and takes place in accordance with the Articles; and

14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

14.2 In determining whether Directors are participating in a Board meeting, it is irrelevant where any Director is or how they communicate with each other.

14.3 If all the Directors 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.

15. Quorum for Board meetings

15.1 At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

15.2 The quorum for Board meetings shall be five Directors provided that the majority shall be Independent Directors and at least two Industry Directors shall be present.

15.3 If the total number of Directors for the time being is less than the quorum required, the Board must not take any decision other than a decision to appoint further Directors.

16. **Chairing of Board meetings**

The Chair of the Board, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Board meeting.

17. **Decision-making at meetings**

17.1 Questions arising at a Board meeting shall be decided by a majority of votes.

17.2 In all proceedings of the Board each Director must not have more than one vote.

17.3 Notwithstanding Articles 17.1 and 17.2, in case of an equality of votes, the Chair of the Board shall have a second or casting vote.

18. **Decisions without a meeting**

18.1 The Board may take a decision without a Board meeting in accordance with this Article by the Directors indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter providing that the decision of the quorate directors is unanimous. The quorum for Board decisions taken without a meeting shall be eight Directors, provided that the majority shall be Independent Directors and at least three Industry Directors shall participate.

18.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by the Directors forming a quorum or to which individual Directors have otherwise indicated agreement in Writing.

18.3 A decision which is made in accordance with Article 18.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

18.3.1 approval from each of the Directors forming the quorum must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary (the '**Recipient**'), which person may, for the avoidance of doubt, be one of the Directors;

18.3.2 following receipt of responses from all of a quorate number of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 18.3;

18.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;

18.3.4 the Recipient must prepare a minute of the decision in accordance with Article 34.

19. **Conflicts of interest**

19.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the

Board unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.

- 19.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.
- 19.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 18 and a Director has a Conflict of Interest in respect of that matter then, subject to Articles 19.5 and 20, he or she must:
- 19.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
- 19.3.2 not be counted in the quorum for that part of the meeting; and
- 19.3.3 withdraw during the vote and have no vote on the matter.
- 19.4 When a Director has a Conflict of Interest which he or she has declared to the Board, he or she 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.
- 19.5 In respect of any decision affecting Regulated Entities generally, an Industry Director shall not be regarded as having a Conflict of Interest solely on the ground that he or she is Connected with a Regulated Entity or the Regulatory Funding Company.
- 19.6 A Director who was on appointment an Independent Director and who is subsequently nominated by the Board to serve as a director of the Regulatory Funding Company shall not be regarded as having a Conflict of Interest solely on the ground that he or she is Connected with the Regulatory Funding Company.
- 20. Board's power to authorise a conflict of interest**
- 20.1 The Board has power to authorise a Director to be in a position of Conflict of Interest provided:
- 20.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 19.3;
- 20.1.2 in authorising a Conflict of Interest, the Board can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, it can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum; and
- 20.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Board thinks fit and is subject always to their right to vary or terminate the authorisation.
- 20.2 If a matter, or office, employment or position, has been authorised by the Board in accordance with Article 20.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Board at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 20.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Board in accordance with Article 20.1 (subject to any limits or

conditions to which such approval was subject).

21. **Register of Directors' interests**

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

APPOINTMENT AND RETIREMENT OF DIRECTORS

22. **Methods of appointing Directors**

22.1 The Board shall comprise 12 Directors of whom:

22.1.1 seven (including the Chair of the Board) shall be Independent Directors;

22.1.2 five shall be Industry Directors;

22.1.3 none shall be serving editors of bodies that are or could be Regulated Entities; and

22.1.4 none shall be serving members of the House of Commons, the United Kingdom Government, the Scottish Parliament, the Scottish Government, the Welsh Assembly, the Welsh Government, the Northern Ireland Assembly or the Northern Ireland Executive.

22.2 The Chair of the Board shall be nominated by the Appointment Panel in accordance with the Appointment Principles.

22.3 The Chair of the Board shall be appointed by the Board for terms of 3 years and may serve only two terms unless the Appointment Panel and the Board authorise one or more further terms.

22.4 All other Directors shall be nominated by the Appointment Panel (incorporating the Chair of the Board) in accordance with the Appointment Principles.

22.5 In nominating Industry Directors, the Appointment Panel shall take account of the views of the Regulatory Funding Company as to the suitability of the candidates and shall aim to ensure:

22.5.1 that there are at all times at least five Directors who have recent senior experience in publishing; and

22.5.2 that each of the following publishing sectors is represented on the Board by virtue of at least one Director having recent senior experience at a publisher operating in the given sector:

(a) national mass market newspapers;

(b) national 'broadsheet' newspapers;

(c) Scottish newspapers;

(d) regional newspapers;

(e) magazines.

- 22.6 No person shall be nominated by the Appointment Panel unless in the view of a consensus of the members of the Appointment Panel:
- 22.6.1 he or she is a person who can act fairly and impartially in the decision-making of the Board and;
- 22.6.2 if he or she is to be an Industry Director, he or she has a genuine understanding and knowledge of the press industry, gained though working in it at a senior level.
- 22.7 The Appointment Panel shall only nominate as many individuals as there are places on the Board and the Board shall appoint each nominee as a Director.
- 22.8 Except as provided by Article 22.9, Directors shall be appointed for terms of 3 years.
- 22.9 Subject to Article 22.10, the Board may make some appointments of Directors under Article 22.7 for terms of between 1 and 4 years in order to ensure that there is sufficient continuity on the Board.
- 22.10 Directors (other than the Chair of the Board) shall not serve in office for more than six years in aggregate. No Director who has served six consecutive years may be appointed for any subsequent term of office until at least 12 months after the end of his or her last term.

23. Termination of Director's appointment

- 23.1 A person ceases to be a Director as soon as:
- 23.1.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006, or is prohibited from being a Director by law;
- 23.1.2 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 23.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 23.1.4 the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- 23.1.5 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect);
- 23.1.6 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason;
- 23.1.7 the Director ceases to be a member; or
- 23.1.8 being appointed as an Independent Director, he or she ceases, in the opinion of the other Directors, to qualify as an Independent Director and the Board (excluding that Independent Director) resolves that he or she should cease to hold office.

24. Directors' remuneration and status

- 24.1 Directors may undertake any services for the Company that the Directors decide provided that (except in relation to the Chair of the Board) no relationship of employee and employer shall be created between any of the Directors and the Company.
- 24.2 Subject to Article 24.1, Directors are entitled to such reasonable remuneration as may be approved by the Appointments Panel for any service which they undertake for the Company. Increases in remuneration will be capped by reference to the Retail Prices Index.
- 24.3 Unless the Board decides otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

25. Directors' expenses

- 25.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
- 25.1.1 Board meetings or committee meetings;
- 25.1.2 general meetings; or
- 25.1.3 separate meetings of any class of members or of the holders of any debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

APPOINTMENT PANEL AND COMPLAINTS COMMITTEE

26. Appointment Panel

- 26.1 There shall be an Appointment Panel established in accordance with the Appointment Principles.
- 26.2 The Appointment Panel shall comprise:
- 26.2.1 three Independent members (one of whom shall be appointed chair of the Appointment Panel);
- 26.2.2 two members who have recent senior experience in publishing, of whom one shall be a serving editor of a body that is or could be a Regulated Entity; and
- 26.2.3 the Chair of the Board, other than when the Appointment Panel is appointing the Chair of the Board.
- 26.3 Members of the Appointment Panel shall be appointed by the Board for terms of up to 6 years and may be appointed for different terms with a view to ensuring that not all members of the Appointment Panel retire at the same time. Notwithstanding Article 17, no member of the Appointment Panel shall be appointed unless the decision on his or her appointment has been reached by consensus.

- 26.4 A retiring member of the Appointment Panel may be reappointed in accordance with the Appointment Principles.
- 26.5 No member of the Board shall serve on the Appointment Panel except the Chair of the Board when nominating other Directors.
- 26.6 No serving member of the House of Commons, the United Kingdom Government, the Scottish Parliament, the Scottish Government, the Welsh Assembly, the Welsh Government, the Northern Ireland Assembly or the Northern Ireland Executive shall serve on the Appointment Panel.
- 26.7 The proceedings of the Appointment Panel shall be governed by the provisions of the Articles governing the proceedings of the Board so far as applicable and not superseded by regulations made by the Board.
- 26.8 The members of the Appointment Panel (other than any that are Connected with one or more Regulated Entities) are entitled to such reasonable remuneration as may be approved by the Board in respect of their service as members of the Appointment Panel provided that no relationship of employee and employer shall be created between any of the members of the Appointment Panel and the Company. Increases in remuneration will be capped by reference to the Retail Prices Index.

27. Complaints Committee

- 27.1 The Board shall establish a Complaints Committee to perform the functions required of that committee under the Scheme Membership Agreement and Regulations.
- 27.2 The Complaints Committee shall comprise 12 members of whom:
- 27.2.1 one shall be the Chair of the Board who shall also chair the Complaints Committee;
- 27.2.2 six shall be Independent members;
- 27.2.3 five shall be Industry members;
- 27.2.4 none shall be serving editors of bodies that are or could be Regulated Entities;
- 27.2.5 none shall be serving members of the House of Commons, the United Kingdom Government, the Scottish Parliament, the Scottish Government, the Welsh Assembly, the Welsh Government, the Northern Ireland Assembly or the Northern Ireland Executive;
- 27.2.6 none other than the Chair of the Board shall be Directors or members of the Appointment Panel.
- 27.3 All members of the Complaints Committee other than the Chair of the Board shall be appointed by the Board in accordance with the Appointment Principles for such terms of office and otherwise on such terms as the Board may decide and may be removed by the Board. Notwithstanding Article 17, no member of the Complaints Committee shall be appointed unless the decision on his or her appointment has been reached by consensus.
- 27.4 In appointing Industry members of the Complaints Committee, the Board shall take account of the views of the Regulatory Funding Company as to the suitability of the candidates and shall aim to ensure:

- 27.4.1 that there are at all times at least five members with recent senior editorial experience; and
- 27.4.2 that each of the following publishing sectors is represented on the Complaints Committee by virtue of at least one member having recent senior editorial experience at a publisher operating in the given sector:
- (a) national mass market newspapers;
 - (b) national 'broadsheet' newspapers;
 - (c) Scottish newspapers;
 - (d) regional newspapers;
 - (e) magazines.
- 27.5 At a Complaints Committee meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 27.6 The quorum for Complaints Committee meetings shall be 7 members of the committee comprising 4 Independent members and 3 Industry members of whom 1 meets the criteria in Article 27.4.2(a) or 27.4.2(b) and 1 meets the criteria in Article 27.4.2(c) or 27.4.2(d).
- 27.7 The Board may allow the appointment of alternate Industry members of the Complaints Committee in accordance with such procedure and subject to such restrictions as the Board imposes, having regard to the principles set out in Articles 27.2 to 27.4.
- 27.8 Decisions of the Complaints Committee shall be reached by consensus. Otherwise, the proceedings of the Complaints Committee shall be governed by the provisions of the Articles governing the proceedings of the Board so far as applicable and not superseded by the Regulations.
- 27.9 The members of the Complaints Committee are entitled to such remuneration as may be approved by the Board in respect of their service as members of the Complaints Committee provided that no relationship of employee and employer shall be created between any of the members of the Complaints Committee and the Company. Increases in remuneration will be index-linked by reference to the Retail Prices Index.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

28. Becoming a member

- 28.1 The subscribers to the Memorandum are the first members of the Company.
- 28.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.
- 28.3 The Directors from time to time shall be the only members of the Company.
- 28.4 No person shall be admitted a member of the Company unless he or she is approved by the Board.

28.5 The Board shall be deemed to have approved the admission as a member of every person appointed a Director of the Company.

28.6 Every person who wishes to become a member shall deliver to the Company an application for membership in such form (and containing such information) as the Board requires and executed by him or her.

29. **Termination of membership**

29.1 Membership is not transferable to anyone else.

29.2 Membership is terminated if:

29.2.1 the member dies or ceases to exist;

29.2.2 otherwise in accordance with the Articles; or

29.2.3 a member ceases to be a Director.

DECISION MAKING BY MEMBERS

30. **Members' meetings**

30.1 The Board may call a general meeting at any time.

30.2 General meetings must be called and held in accordance with the provisions regarding such meetings in the Companies Acts.

30.3 The quorum for general meetings shall be three or one-third of the total number of members, whichever is the greater, provided that the majority of the members present shall be Independent Directors and at least one member who is an Industry Director shall be present.

30.4 A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.

30.5 Article 30.4 shall not prevent a person who is a proxy for a member or a duly authorised representative of a member from voting at a general meeting of the Company.

30.6 In the case of an equality of votes, the Chair of the Board shall have a second or casting vote.

31. **Written resolutions**

31.1 Subject to Article 31.3, a written resolution of the Company passed in accordance with this Article 31 shall have effect as if passed by the Company in general meeting:

31.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of eligible members.

31.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

- 31.2 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 31.3 A members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 31.4 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.
- 31.5 A member signifies agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 31.5.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature; and
- 31.5.2 If the Document is sent to the Company in Electronic Form, it is authenticated if the identity of the member is confirmed in a manner specified by the Company or where no such manner has been specified by the Company if the communication contains or is accompanied by a statement of the identity of the member and the Company has no reason to doubt the truth of that statement.
- 31.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 31.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

32. Means of communication to be used

32.1 Subject to the Articles:

32.1.1 anything sent or supplied by or to the Company under the Articles; and

32.1.2 anything sent or supplied by the Company under 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 or to the Company (as the case may be).

32.2 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 may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.

32.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.

33. **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 referred to in the notice.

34. **Minutes**

The Directors must cause minutes to be made in books kept for the purpose:

- 34.1 of all appointments of officers made by the Directors;
- 34.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 34.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Directors' 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 Director of the Company, be sufficient evidence of the proceedings.

35. **Records and accounts**

- 35.1 The Directors shall comply with the requirements of the Companies Acts 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 CIC Regulator of:

35.1.1 annual reports;

35.1.2 annual returns; and

35.1.3 annual statements of account.

36. **Indemnity**

- 36.1 Subject to Article 36.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

36.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;

36.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and

36.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.

- 36.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

36.3 In this Article:

36.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

36.3.2 a “relevant Director” means any Director or former Director of the Company or an associated company.

37. Insurance

37.1 The Board may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

37.2 In this Article:

37.2.1 a “relevant Director” means any Director or former Director of the Company or an associated company;

37.2.2 a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the company or associated company; and

37.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

38. Exclusion of model articles

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

39. Entrenched articles

Articles 5 (Objects); 15 (Quorum for Board meetings); 19.5 (permitted Conflicts of Interest); 22 (Methods of appointing Directors); 23 (Termination of Director’s appointment); 24 (Directors’ remuneration and status); 26 (Appointment Panel); 27 (Complaints Committee); 28 (Becoming a member); 29 (Termination of membership); this Article 39 (Entrenched articles); and the definitions of ‘Appointment Panel’, ‘Complaints Committee’, ‘Connected’, ‘Editors’ Code’, ‘Independent’, ‘Regulatory

Funding Company’, ‘Industry Director and Industry member of the Complaints Committee’, and ‘Regulated Entities’ may only be amended with the approval of a 75% majority of the total number of members of the Company, which majority must include the Chair of the Board.

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 'Appointment Panel' | means the panel appointed by the Board under Article 26; |
| 1.3 'Appointment Principles' | means: Merit: successful candidates shall be those whose skills, experience and qualities have been judged best to meet the needs of the Company in respect of the relevant post; Fairness: the selection process shall be objective, impartial and applied consistently to all candidates. Each candidate shall be assessed against the same published criteria; and Openness: information about the requirements of the post and the selection process shall be publicly available and all appointments shall be advertised publicly in a way that is designed to attract a strong and diverse field of suitable candidates; |
| 1.4 'Arbitration Service' | means the arbitration service as defined in the Scheme Membership Agreement; |
| 1.5 'Articles' | the Company's articles of association; |
| 1.6 'asset-locked body' | means (i) a community interest company, a charity or a Permitted Industrial and Provident Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those; |
| 1.7 'bankruptcy' | includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy; |
| 1.8 'Board' | means the board of Directors of the Company; |

| | | |
|------|-------------------------------|--|
| 1.9 | ‘Broadcaster’ | means (i) the holder of a licence under the Broadcasting Act 1990 or 1996; (ii) the British Broadcasting Corporation; or (iii) Sianel Pedwar Cymru; |
| 1.10 | ‘the CIC Regulator’ | means the Regulator of Community Interest Companies; |
| 1.11 | ‘Chair of the Board’ | means the person appointed to chair the Board under Article 22; |
| 1.12 | ‘Circulation Date’ | in relation to a written resolution, has the meaning given to it in the Companies Acts; |
| 1.13 | ‘Clear Days’ | in relation to the period of a notice, means 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; |
| 1.14 | ‘community’ | is to be construed in accordance with accordance with Section 35(5) of the Companies (Audit) Investigations and Community Enterprise) Act 2004; |
| 1.15 | ‘Companies Acts’ | means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company; |
| 1.16 | ‘Company’ | means the Independent Press Standards Organisation C.I.C.; |
| 1.17 | ‘Complaints Committee’ | means the committee established under Article 27; |
| 1.18 | ‘Conflict of Interest’ | means any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company; |
| 1.19 | ‘Connected’ | in relation to the Regulatory Funding Company or a Regulated Entity means connected by virtue of (a) being an officer, agent, partner or employee of such body; (b) being the holder of more than 5% of the capital in such body; or (c) owing any duty of loyalty to such body; |
| 1.20 | Director’ | means a director of the Company, and includes any person occupying the position of director, by whatever name called; |
| 1.21 | ‘Document’ | includes, unless otherwise indicated, any document sent or supplied in Electronic Form; |

- 1.22 **‘Editors’ Code’** means the Editors' Code of Practice adopted by the Company on the date of adoption of these Articles and any amended version or replacement of that code that is written by the Editors' Code of Practice Committee, approved in accordance with the articles of association of the Regulatory Funding Company and adopted by the Regulator's Board;
- 1.23 **‘Editors’ Code of Practice Committee’** means the committee of that name established under the articles of association of the Regulatory Funding Company;
- 1.24 **‘Electronic Form’ and ‘Electronic Means’** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.25 **‘Hard Copy Form’** has the meaning given to it in the Companies Act 2006;
- 1.26 **‘Independent’** means not Connected with the Regulatory Funding Company and/or, one or more bodies being or capable of being Regulated Entities, for a period of at least 20 years prior to the date of adoption of these Articles (in each case), except that a Director who was on appointment Independent and who is subsequently nominated by the Board to serve as a director of the Regulatory Funding Company shall not on that ground alone be regarded as having ceased to be Independent;
- 1.27 **‘Industry Director’** means a Director nominated in accordance with Article 22.5;
- 1.28 **‘Industry member of the Complaints Committee’** means a member of the Complaints Committee appointed in accordance with Article 27.4;
- 1.29 **‘Memorandum’** means the Company's memorandum of association;
- 1.30 **‘participate’** in relation to a Board meeting, has the meaning given in Article 14;
- 1.31 **‘Permitted Industrial and Provident Society’** means an industrial and provident society which has a restriction on the use of its assets in accordance with Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006;
- 1.32 **‘Regulated Entities’** means all of the publishers who have entered into the Scheme Membership Agreement and Regulated Entity shall refer to any one of them;

- 1.33 **‘Regulations’** means the regulations as defined in the Scheme Membership Agreement;
- 1.34 **‘Regulatory Funding Company’** means the body which raises a levy on the Regulated Entities to finance the Company and, where defined in the agreement between the Company and Regulated Entities implementing the Regulatory Scheme, represents the interests of the Regulated Entities in relation to the Company;
- 1.35 **‘Regulatory Scheme’** means the scheme established by the Company for regulating Regulated Entities;
- 1.36 **‘Scheme Membership Agreement’** means the agreement between the Company and a Regulated Entity, which is the basis for the Regulatory Scheme;
- 1.37 **‘Secretary’** means the secretary of the Company (if any);
- 1.38 **‘specified’** means specified in the Memorandum or Articles of the Company for the purposes of this paragraph;
- 1.39 **‘subsidiary’** has the meaning given in section 1159 of the Companies Act 2006;
- 1.40 **‘transfer’** includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; and
- 1.41 **‘Writing’** means 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, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.