

The Companies Act 2006
Private Company Limited by Guarantee

Memorandum of Association
of
XXCompanyNameXX

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

Name of each subscriber

Authentication by each subscriber

XXSubscriber1XX
XXSubscriber2XX
XXSubscriber3XX
XXSubscriber4XX
XXSubscriber5XX
XXSubscriber6XX
XXSubscriber7XX
XXSubscriber8XX
XXSubscriber9XX
XXSubscriber10XX

Dated: XXTodayXX

The Companies Act 2006

Private Company Limited by Guarantee

Articles of Association

Of

XXCompanyNameXX

(Adopted on the incorporation of the Company)



Newcastle | Leeds | Manchester

Sandgate House, 102 Quayside, Newcastle upon Tyne NE1 3DX

Tel: +44 (0) 191 204 4000

1. **Defined terms**

1.1. In these articles of association the following expressions have the following meanings, unless the context requires otherwise:

"Articles"	the Company's articles of association;
"Associated Company"	in respect of a company: <ul style="list-style-type: none">(a) any body corporate of which that company is a Subsidiary;(b) any company that is a Subsidiary of that company;(c) any company that is a Subsidiary of any body corporate of which the company is also a Subsidiary; and(d) any company which is a trustee of an occupational pensions scheme (as defined by section 235(6) of the Companies Act 2006);
"Bankruptcy"	includes, without limitation, individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
"Chairperson"	has the meaning given in Article 12;
"Chairperson of the Meeting"	has the meaning given in Article 34;
"Companies Acts"	the Companies Acts (as defined in section 2 of the Companies Act 2006), insofar as they apply to the Company;
"Director"	a director for the time being of the Company, and includes any person occupying the position of director, by whatever name called;
"Distribution"	has the meaning given in section 829 of the Companies Act 2006;
"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;
"Independent Director"	Means a Director appointed pursuant to Article 18.1.2 and reference herein to

	"Independent Directors" shall be construed accordingly;
"Member"	has the meaning given in section 112 of the Companies Act 2006;
"National Park Authority Director"	means a Director appointed pursuant to Article 18.1.1 and reference herein to "National Park Authority Directors" shall be construed accordingly;
"Ordinary Resolution"	has the meaning given in section 282 of the Companies Act 2006;
"Participate"	in relation to a Directors' meeting, has the meaning given in Article 10;
"Proxy Notice"	has the meaning given in Article 40;
"Relevant Loss"	any loss or liability which has been or may be incurred by a Relevant Officer 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 an Associated Company;
"Relevant Officer"	any director or officer or former director or officer of the Company or an Associated Company but excluding in each case any person engaged by the Company (or the relevant Associated Company) as auditor (whether or not he is also a director or officer of that Company) to the extent that he acts in his capacity as auditor
"Special Resolution"	has the meaning given in section 283 of the Companies Act 2006;
"Subsidiary"	has the meaning given in section 1159 of the Companies Act 2006 (and reference to "Subsidiaries" shall be construed accordingly); and
"Writing"	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

1.2. Any reference in these Articles to a "general meeting" means a general meeting of the Company's members duly convened and held in accordance with these Articles and the Companies Act 2006.

1.3. 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.

- 1.4. No regulations contained in any statute or subordinate legislation, including but not limited to the regulations contained in the Model Articles for Private Companies Limited by Guarantee in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229), shall apply as regulations or articles of association of the Company.

2. **Liability of Members**

- 2.1. The liability of the Members is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a Member or within one (1) year after he ceases to be a Member, for:

- 2.1.1. payment of the Company's debts and liabilities contracted before he ceases to be a Member;

- 2.1.2. payment of the costs, charges and expenses of winding up; and

- 2.1.3. adjustment of the rights of the contributories among themselves.

3. **Directors' general authority**

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

4. **Members' reserve power**

The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action. No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

5. **Directors may delegate**

- 5.1. Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

- 5.1.1. to such person or committee;

- 5.1.2. by such means (including by power of attorney);

- 5.1.3. to such an extent;

- 5.1.4. in relation to such matters or territories; and

- 5.1.5. on such terms and conditions;

as they think fit.

- 5.2. If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

- 5.3. The Directors may revoke any delegation in whole or part, or alter its terms and

conditions.

6. **Committees**

- 6.1. Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 6.2. The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

7. **Directors to take decisions collectively**

The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 8.

8. **Unanimous decisions**

- 8.1. A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter. Such a decision may take the form of a resolution in Writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in Writing.
- 8.2. References in this Article 8 to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 8.3. A decision may not be taken in accordance with this Article 8 if the eligible Directors would not have formed a quorum at such a meeting.

9. **Calling a Directors' meeting**

- 9.1. Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.
- 9.2. Notice of any Directors' meeting must indicate:
 - 9.2.1. its proposed date and time;
 - 9.2.2. where it is to take place; and
 - 9.2.3. 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.
- 9.3. Notice of a Directors' meeting (containing the information set out in Article 9.2) must be given to each Director, but need not be in Writing.
- 9.4. Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven (7) days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

10. **Participation in Directors' meetings**

- 10.1. Subject to the Articles, Directors "Participate" in a Directors' meeting, or part of a Directors' meeting, when:
- 10.1.1. the meeting has been called and takes place in accordance with the Articles; and
 - 10.1.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 10.2. In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 10.3. 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.

11. **Quorum for Directors' meetings**

- 11.1. At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting.
- 11.2. The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, and unless otherwise fixed shall be:
- 11.2.1. any two (2) National Park Directors; and
 - 11.2.2. one (1) Independent Director.
- 11.3. If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- 11.3.1. to appoint further Directors; or
 - 11.3.2. to call a general meeting so as to enable the Members to appoint further Directors.

12. **Chairing of Directors' meetings**

- 12.1. The Directors may appoint a Director to chair their meetings. The person so appointed for the time being is known as the "Chairperson".
- 12.2. The Directors may terminate the Chairperson's appointment at any time.
- 12.3. If the Chairperson is not Participating in a Directors' meeting within ten (10) minutes of the time at which it was to start, the Participating Directors must appoint one of themselves to chair it.

13. **Casting vote at Director's meetings**

- 13.1. If the numbers of votes for and against a proposal at a Director's meeting are equal, the Chairperson or other Director chairing the meeting has a casting vote.
- 13.2. Article 13.1 does not apply if, in accordance with the Articles, the Chairperson or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

14. **Interests in transactions and other arrangements**

- 14.1. Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006 and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Act 2006, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 14.1.1. may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 14.1.2. shall be an eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested;
 - 14.1.3. shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
 - 14.1.4. may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
 - 14.1.5. may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - 14.1.6. shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Companies Act 2006) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006.
- 14.2. For the purpose of this Article 14, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- 14.3. Subject to this Article 14, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to Participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairperson whose ruling in relation to any Director other than the Chairperson is to be final and conclusive.
- 14.4. If any question as to the right to Participate in the meeting (or part of the meeting) should arise in respect of the Chairperson, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairperson is not to be counted as Participating in the meeting (or that part of the meeting) for voting or quorum purposes.

14.5. The Directors may by way of a resolution of the Board (or by way of a written policy approved by a resolution of the Board) from time to time, dis-apply all or part of the provisions of this clause 14, where the Board are of the view that the nature and extent of a Director's interest so declared is (in the sole discretion of the Board and taking into account such matters as it feels relevant) so significant that it would be in the best interests of the Company for such Director to be prevented from doing, or having the benefit of, any or all of the matters described in 14.1.1 to 14.1.6 in relation to that particular conflict of interest.

15. **Directors' conflicts of interest**

15.1. For the purposes of section 175 of the Companies Act 2006, the Directors may authorise any matter which:

15.1.1. would or could be a breach of a Director's duty under that section; or

15.1.2. could result in a breach of a Director's duty under that section.

15.2. For the authorisation of a matter (pursuant to the authority in Article 15.1), to be effective:

15.2.1. the matter in question must be proposed for consideration at a Director's meeting, or for the authorisation of the Directors by resolution in Writing, in accordance with Article 8 or in any other way that the Directors may decide;

15.2.2. any quorum requirement at a Director's meeting when the matter is considered must be met without counting the Director in question and any other interested Director (the "Interested Directors"); and

15.2.3. the matter must be agreed without the Interested Directors voting, or would have been agreed if the votes of the Interested Directors had not been counted.

15.3. Any matter authorised under Article 15.1 will be subject to any conditions or limitations decided on by the Directors in accordance with Article 15.2. The Directors can decide the conditions or limitations at the time authorisation is given, or later on, and can end at any time. A Director must comply with any obligations the Directors impose on him after a matter has been authorised.

15.4. Any matter authorised under Article 15.1 will include any existing or potential conflict of interest which is reasonable to expect will arise out of the authorised matter.

15.5. The Director shall not be required to disclose any confidential information obtained in relation to the relevant matter which has been authorised under Article 15.1 (other than through his position as a Director of the Company) to the Company or to use or apply it in performing his duties as a Director if to do so would result in a breach of duty or obligation of confidence owed by him in relation to or in connection with that matter.

15.6. Where a matter is authorised in accordance with Article 15.1, the Director will not infringe any duty to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with any terms, limits and conditions imposed in respect of the authorisation.

15.7. A Director is not accountable to the Company for any benefit he receives (or a person connected with them receives) as a result of anything the Directors have authorised under Article 15.1. No contract, transaction or arrangement relating to any matter authorised by the Director under Article 15.1 can be set aside because of any Director's interest or benefit.

15.8. A Director, notwithstanding his office or the existence of an actual or potential conflict with the interests of the Company, may be a member, director or officer or otherwise employed or engaged by a Member from time to time (a "**Member Interest**") and the Director in question shall be entitled to be counted in the quorum for, and to attend, any meeting or part of a meeting of the Directors or a committee of the Directors of which any matter which is or may be relevant to the Member Interest may be discussed, and to vote on any resolution of the Directors or a committee of the Directors relating to such matter and any board or committee papers relating to such matter shall be provided to the Directors in question at the same time as the other Directors.

16. **Records of decisions to be kept**

The Directors must ensure that the Company keeps a record, in Writing, for at least ten (10) years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

17. **Directors' discretion to make further rules**

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

18. **Methods of appointing Directors**

18.1. The Directors of the Company shall be appointed by way of the following methods:

18.1.1. a person nominated and whose appointment is approved by the Members by Ordinary Resolution (each a "**National Park Authority Director**"); or

18.1.2. a person recruited through an open recruitment process, such process to be determined and agreed by the Directors from time to time (each Director so appointed being an "**Independent Director**") and whose appointment is approved by the Members by Ordinary Resolution.

18.2. The Company shall at all times have at least three (3) and no more than seven (7) Directors of which there shall always be one more National Park Authority Director than the total number of Independent Directors.

18.3. Each Director appointed pursuant to this Article 18 shall, subject to these Articles and the Companies Act, for a fixed term of four (4) years, following which each Director shall automatically be deemed to have resigned with immediate effect.

18.4. Any person who has previously served a term of office as a Director shall be eligible for re-appointment as a Director, provided always that no person shall be appointed to the position of Director for a period of more than eight (8) years (in aggregate and whether continuous or not).

19. **Termination of Director's appointment**

19.1. A person ceases to be a Director as soon as:

- 19.1.1. 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;
- 19.1.2. a Bankruptcy order is made against that person;
- 19.1.3. a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 19.1.4. a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than two (2) months;
- 19.1.5. 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; or
- 19.1.6. that person's term of office expires pursuant to Article 18.3; or
- 19.1.7. at least two thirds of the Members agree in writing to remove that Director with immediate effect; or
- 19.1.8. that person fails to attend more than three consecutive meetings of the Directors without the consent of the Directors; or
- 19.1.9. that person ceases to be an officer, employee or an authorised representative of a Member.

20. **Appointment of alternate directors**

20.1. Any Director (an "Appointer") may appoint, as an alternate ("Alternate Director"), any other Director, or any other person approved by resolution of the Directors, to:

- 20.1.1. exercise that Director's powers; and
- 20.1.2. carry out that Director's responsibilities;

in relation to the taking of decisions by the Directors, in the absence of the Alternate's Appointor.

20.2. Any appointment of an Alternate Director must be effected by notice in Writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

20.3. The notice referred to in Article 20.2 above must:

- 20.3.1. identify the proposed Alternate Director; and
- 20.3.2. contain a statement signed by the proposed Alternate Director that the proposed Alternate Director is willing to act as the alternate of the Director giving the notice.

21. **Rights and responsibilities of Alternate Directors**

21.1. An Alternate Director may act as Alternate Director to more than one (1) Director and has the same rights in relation to any decision of the Directors as the Alternate Director's Appointor.

21.2. Except as the Articles specify otherwise, Alternate Directors:

21.2.1. are deemed for all purposes to be Directors;

21.2.2. are liable for their own acts and omissions;

21.2.3. are subject to the same restrictions as their Appointors; and

21.2.4. are not deemed to be agents of or for their Appointors;

and, in particular (without limitation), each Alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member.

21.3. A person who is an Alternate Director but not a Director:

21.3.1. may be counted as Participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not Participating);

21.3.2. may Participate in a unanimous decision of the Directors (but only if his Appointor is an eligible Director in relation to that decision, but does not Participate); and

21.3.3. shall not be counted as more than one (1) Director for the purposes of Articles 21.2.1 and 21.2.2.

21.4. A Director who is also an Alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an eligible Director in relation to that decision).

21.5. An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of his Appointor's remuneration as his Appointor may direct by notice in writing made to the Company.

22. **Termination of Alternate Directorship**

22.1. An Alternate Director's appointment terminates:

22.1.1. when the Alternate Director's Appointor revokes the appointment by notice to the Company in Writing specifying when it is to terminate;

22.1.2. on the occurrence, in relation to the Alternate Director, of any event which, if it occurred in relation to the Alternate Director's Appointor, would result in the termination of the Appointor's appointment as a Director;

22.1.3. on the death of the Alternate Director's Appointor; or

22.1.4. when his Appointor's appointment as a Director terminates.

23. **Directors' remuneration**

23.1. Directors may undertake any services for the Company that the Directors decide.

23.2. Independent Directors (but not National Park Authority Directors) are entitled to such remuneration:

23.2.1. as the Members decide by Ordinary Resolution, to the extent such remuneration relates to their services to the Company as an Independent Director; and

23.2.2. as the Directors decide, to the extent such remuneration relates to any other service which they undertake for the Company.

23.3. Subject to the Articles, an Independent Director's remuneration may:

23.3.1. take any form; and

23.3.2. include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Independent Director.

23.4. Unless the Members (in the circumstances set out in Article 23.2.1) or the Directors (in the circumstances set out in Article 23.2.2) decide otherwise, an Independent Directors' remuneration accrues from day to day and Independent Directors are not accountable to the Company for any remuneration which they receive as Independent Directors or other officers or employees of the Company's Subsidiaries or of any other body corporate in which the Company is interested.

24. **Directors' expenses**

24.1. The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

24.1.1. meetings of Directors or committees of Directors;

24.1.2. general meetings; or

24.1.3. separate meetings of the holders of 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.

25. **Secretary**

The Directors may appoint any person who is willing to act as secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement in each case by a decision of the Directors.

26. **Applications for Membership**

26.1. No person shall become a Member of the Company unless:

- 26.1.1. that person is a duly registered member of [INSERT NAME AND COMPANY NUMBER OF NPUK];
- 26.1.2. that person has completed an application for membership in a form approved by the Directors; and
- 26.1.3. the Directors have approved the application.

27. **Termination of Membership**

- 27.1. A Member may withdraw from membership of the Company by giving thirty (30) days' notice to the Company in Writing.
- 27.2. Membership is non transferable.
- 27.3. A person's membership terminates immediately when:
 - 27.3.1. a resolution is passed by the members or creditors of that person, or an order is made by a court or other competent body or person instituting a process that shall lead to that person being wound up and its assets being distributed among that person's creditors, members or other contributors; or
 - 27.3.2. a receiver, administrator or administrative receiver is appointed over the whole or any part of the assets of that person or the making of any arrangement with the creditors of that person for the affairs, business and property of that person to be managed by a supervisor; or
 - 27.3.3. that person ceases to be a duly registered member of [INSERT NAME AND COMPANY NUMBER OF NPUK].

28. **Distributions**

- 28.1. Subject to the Companies Act 2006, the Directors may decide to make and pay Distributions to the Members from time to time.
- 28.2. Where a sum which is a Distribution is payable to a Member, it must be paid by one or more of the following means:
 - 28.2.1. transfer to a bank or building society account specified by the Member either in Writing or as the Directors may otherwise decide;
 - 28.2.2. sending a cheque made payable to the Member by post to the Member at the Member's registered address or as the Directors may otherwise decide; or
 - 28.2.3. any other means of payment as the Directors agree with the Member either in Writing or by such other means as the Directors decide.

29. **No interest on distributions**

- 29.1. The Company may not pay interest on any Distribution payable to a Member unless otherwise provided by the provisions of another agreement between the Members and the Company.
- 29.2. All Distributions which are:

- 29.2.1. payable to a Member; and
 - 29.2.2. unclaimed after having been declared or become payable, may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.
- 29.3. The payment of any Distribution by the Company into a separate account does not make the Company a trustee in respect of it.
- 29.4. If:
- 29.4.1. twelve years have passed from the date on which the Distribution became due for payment; and
 - 29.4.2. the Member in question has not claimed it;
- then that Member is no longer entitled to that sum and it ceases to remain owing by the Company.

30. **Non-cash distributions**

The Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a Distribution payable to a Member by transferring non-cash assets of equivalent value.

31. **Waiver of distributions**

A Member may waive their entitlement to a Distribution payable to it by giving the Company notice in Writing to that effect.

32. **Attendance and speaking at general meetings**

- 32.1. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 32.2. A person is able to exercise the right to vote at a general meeting when:
 - 32.2.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 32.2.2. that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 32.3. The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 32.4. In determining attendance at a general meeting, it is immaterial whether any two (2) or more Members attending it are in the same place as each other.
- 32.5. Two (2) or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise

them.

33. **Quorum for general meetings**

33.1. No business other than the appointment of the Chairperson of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

33.2. The quorum for a general meeting shall be any [six (6)] Members.

34. **Chairing general meetings**

34.1. If the Directors have appointed a Chairperson, the Chairperson shall chair general meetings if present and willing to do so.

34.2. If the Directors have not appointed a Chairperson, or if the Chairperson is unwilling to chair the meeting or is not present within ten (10) minutes of the time at which a meeting was due to start:

34.2.1. the Directors present; or

34.2.2. (if no Directors are present), the meeting, must appoint a Director or Member to chair the meeting, and the appointment of the Chairperson of the Meeting must be the first business of the meeting.

34.3. The person chairing a meeting in accordance with this Article is referred to as "the Chairperson of the Meeting".

35. **Attendance and speaking by Directors and non-Members**

35.1. Directors may attend and speak at general meetings, whether or not they are Members.

35.2. The Chairperson of the Meeting may permit other persons who are not:

35.2.1. Members of the Company; or

35.2.2. otherwise entitled to exercise the rights of Members in relation to general meetings, to attend and speak at a general meeting.

36. **Adjournment**

36.1. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairperson of the Meeting must adjourn it.

36.2. The Chairperson of the Meeting may adjourn a general meeting at which a quorum is present if:

36.2.1. the meeting consents to an adjournment; or

36.2.2. it appears to the Chairperson of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 36.3. The Chairperson of the Meeting must adjourn a general meeting if directed to do so by the meeting.
- 36.4. When adjourning a general meeting, the Chairperson of the Meeting must:
- 36.4.1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - 36.4.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 36.5. If the continuation of an adjourned meeting is to take place more than fourteen (14) days after it was adjourned, the Company must give at least seven (7) clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 36.5.1. to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 36.5.2. containing the same information which such notice is required to contain.
- 36.6. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

37. **Voting: general**

- 37.1. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 37.2. On any resolution put to the Members at a general meeting or by way of a written resolution under the procedure set out in the Companies Act 2006 each Member shall have one vote.

38. **Errors and disputes**

- 38.1. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 38.2. Any such objection must be referred to the Chairperson of the Meeting, whose decision is final.

39. **Poll votes**

- 39.1. A poll on a resolution may be demanded:
- 39.1.1. in advance of the general meeting where it is to be put to the vote; or
 - 39.1.2. at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 39.2. A poll may be demanded by:

- 39.2.1. the Chairperson of the Meeting;
 - 39.2.2. the Directors;
 - 39.2.3. two (2) or more persons having the right to vote on the resolution; or
 - 39.2.4. a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 39.3. A demand for a poll may be withdrawn if:
- 39.3.1. the poll has not yet been taken; and
 - 39.3.2. the Chairperson of the Meeting consents to the withdrawal.
- 39.4. Polls must be taken immediately and in such manner as the Chairperson of the Meeting directs.

40. **Content of Proxy Notices**

- 40.1. Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:
- 40.1.1. states the name and address of the Member appointing the proxy;
 - 40.1.2. identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 40.1.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 40.1.4. is delivered to the Company not less than forty eight (48) hours before the time appointed for holding the meeting (or adjourned meeting) at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.
- 40.2. The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 40.3. Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 40.4. Unless a Proxy Notice indicates otherwise, it must be treated as:
- 40.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 40.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

41. **Delivery of Proxy Notices**

- 41.1. 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 Company by or on behalf of that person.

- 41.2. An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 41.3. 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.
- 41.4. 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.

42. **Amendments to resolutions**

- 42.1. An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
 - 42.1.1. notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than forty eight (48) hours before the meeting is to take place (or such later time as the Chairperson of the Meeting may determine); and
 - 42.1.2. the proposed amendment does not, in the reasonable opinion of the Chairperson of the Meeting, materially alter the scope of the resolution.
- 42.2. A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:
 - 42.2.1. the Chairperson of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 42.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 42.3. If the Chairperson of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairperson's error does not invalidate the vote on that resolution.

43. **Means of communication to be used**

- 43.1. Subject to the Articles, anything sent or supplied by or to the Company 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 Company.
- 43.2. 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.
- 43.3. 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 a specified time of their being sent, and for the specified time to be less than forty eight (48) hours.

44. **Company seals**

- 44.1. Any common seal may only be used by the authority of the Directors.
- 44.2. The Directors may decide by what means and in what form any common seal is to be used.
- 44.3. Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a Document, the Document must also be signed by at least one (1) authorised person in the presence of a witness who attests the signature.
- 44.4. For the purposes of this Article 44, an authorised person is:
 - 44.4.1. any Director of the Company;
 - 44.4.2. the Company secretary (if any); or
 - 44.4.3. any person authorised by the Directors for the purpose of signing Documents to which the common seal is applied.

45. **No right to inspect accounts and other records**

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Member.

46. **Provision for employees on cessation of business**

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its Subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary.

47. **Indemnity**

- 47.1. Subject to Article 47.2, a Relevant Officer of the Company or an Associated Company may be indemnified out of the Company's assets against:
 - 47.1.1. 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;
 - 47.1.2. 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);
 - 47.1.3. any other liability incurred by that Director as an officer of the Company or an Associated Company.
- 47.2. 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.

48. **Insurance**

The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.