

Company number 0390328

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

**G4S CARE AND JUSTICE SERVICES (UK) LIMITED (Company)**

**17<sup>th</sup> September 2010**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (**Resolution**)

**SPECIAL RESOLUTION**

*"To approve that G4S Care and Justice Services (UK) Limited may adopt the Articles of Association appended to this Written Resolution"*

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, a person entitled to vote on the Resolution on 17<sup>th</sup> September 2010, hereby irrevocably agrees to the Resolution

The Member  
G4S Regional Management (UK&I) Limited  
**1,538,395 ORDINARY shares:**

Sign 

On behalf of G4S Regional Management (UK&I) Limited

Date 17 September 2010

**NOTES**

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
  - **By Hand** delivering the signed copy to Vaishali Patel c/o G4S Secure Solution UK & Ireland, Sutton Park House, 15 Carshalton Road, Sutton, Surrey, SM1 4LD
  - **By Post** returning the signed copy by post to Vaishali Patel c/o G4S Secure Solutions, UK & Ireland, Sutton Park House, 15 Carshalton Road, Sutton, Surrey, SM1 4LD
  - **By Fax** faxing the signed copy to 0208 722 3101 marked 'For the attention of Vaishali Patel'
  - **By Email** by attaching a scanned copy of the signed document to an e-mail and sending it to [vaishali.patel@uk.g4s.com](mailto:vaishali.patel@uk.g4s.com) Please enter "Written Resolutions dated 1<sup>st</sup> July 2010" in the e-mail subject boxIf you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply
- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 3 Unless within 14 days from the circulation date, sufficient agreement has been received for the Resolution to pass, it will lapse If you agree to the Resolution please ensure that your agreement reaches us before or during this date



**Company number 0390328**

**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

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**of**

**G4S CARE AND JUSTICE SERVICES (UK) LIMITED**

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**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

of

**G4S CARE AND JUSTICE SERVICES (UK) LIMITED**

(adopted by special resolution passed on 17<sup>th</sup> September 2010)

**PART 1 Interpretation and limitation of liability**

**1 Preliminary**

1 1 The articles of association of the Company comprise

- (a) the provisions set out in this document, as amended from time to time, and
- (b) the provisions of the Model Articles incorporated by reference in this document

No other regulations for the management of a company set out in any schedule to any statute concerning companies or contained in any regulations or instrument made pursuant to a statute shall apply to the Company

1 2 Words and expressions used in the Articles are defined in Article 2 Unless defined in Article 2 (and unless the context requires otherwise), other words or expressions contained in the Articles

- (a) if incorporated by reference to the Model Articles, bear the same meaning as in the Model Articles, and

- (b) in any other case, bear the same meaning as in the Act

1 3 A reference in the Articles to any statute or statutory provision includes a reference to any subordinate legislation made under it from time to time and shall, unless the context requires otherwise, include any statutory modification or re-enactment of any statute or statutory provision for the time being in force

1 4 Any phrase in the Articles introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

**2 Defined terms**

In the Articles, unless the context requires otherwise

**Act** means the Companies Act 2006,

**alternate director** has the meaning given in Article 26,

**appointor** has the meaning given in Article 26,

**Articles** means the Company's articles of association as described in Article 1 1 (and a reference to an **Article** is a reference to a provision set out in this document, as amended from time to time),

**associated** in relation to companies means that one is a subsidiary of the other or both are subsidiaries of the same body corporate,

**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,

**chairman** has the meaning given in Article 13,

**chairman of the meeting** has the meaning given in Article 63,

**Companies Acts** means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company,

**Conflict Matter** means a matter authorised pursuant to Article 16 or permitted under Article 17,

**director** means a director of the Company, and includes any person occupying the position of director, by whatever name called,

**distribution recipient** means, as regards a share in respect of which a dividend or other sum is payable

- (a) the holder of the share,
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members, or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittee,

**document** includes, unless otherwise specified, any document sent or supplied in electronic form,

**electronic form** has the meaning given in section 1168 of the Act,

**electronic means** has the meaning given in section 1168 of the Act,

**Eligible Director** means a director who is or would be entitled to vote on the matter at a directors' meeting (but excluding any director whose vote is not to be counted in respect of the particular matter)',

**fully paid** in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company,

**hard copy form** has the meaning given in section 1168 of the Act,

**holder** in relation to shares means the person whose name is entered in the register of members as the holder of the shares,

**instrument** means a document in hard copy form,

**member** has the meaning given in section 112 of the Act,

**Model Articles** means the model articles of association for public companies contained in Schedule 3 to the Companies (Model Articles) Regulations 2008 as in force on the date of adoption of the Articles (and a reference to a **Model Article** is a reference to a provision of the Model Articles),

**ordinary resolution** has the meaning given in section 282 of the Act,

**paid** means paid or credited as paid,

**Parent Company** means a company which is the holder of not less than 90% of the issued shares in the Company,

**participate**, in relation to a directors' meeting, has the meaning given in Article 11,

**partly paid** in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company,

**proxy notice** has the meaning given in Article 69,

**relevant officer** means any director or other officer or former director or other officer of the Company or an associated company but excluding any person engaged by the Company or an associated company as auditor,

**shares** means shares in the Company,

**special resolution** has the meaning given in section 283 of the Act,

**subsidiary** has the meaning given in section 1159 of the Act,

**Transmittee** means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law,

**working day** has the meaning given in section 1173 of the Act, and

**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

### **3 Liability of members**

The liability of the members is limited to the amount, if any, unpaid on the shares held by them

## **PART 2 Directors**

### **Directors' powers and responsibilities**

#### **4 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

#### **5 Members' reserve power**

5 1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action

5 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

#### **6 Directors may delegate**

6 1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles

(a) to such person or to a committee of such persons,

(b) by such means (including by power of attorney),

(c) to such an extent,

(d) in relation to such matters or territories, and

(e) on such terms and conditions,

as they think fit

6 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

6 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

## **7 Committees**

7 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

7 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

## **Decision-making by directors**

### **8 Directors to take decisions collectively**

8 1 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 9

8 2 If and for so long as the Company only has one director, the general rule does not apply and the director may take decisions (provided he is an Eligible Director in relation to the matter in question) and may exercise all of the other powers and discretions given to the directors by the Articles and the Companies Acts which are capable in law of being exercised by a sole director

### **9 Unanimous decisions**

9 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

9 2 Such a decision may take the form of a resolution in writing, signed by each Eligible Director (whether on the same or one of several copies) or to which each Eligible Director has otherwise indicated agreement in writing

9 3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at a directors' meeting

### **10 Calling a directors' meeting**

10 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

10 2 Notice of any directors' meeting must indicate

(a) its proposed date and time,

(b) where it is proposed to take place, and

(c) 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

10 3 Notice of a directors' meeting must be given to each director, but need not be in writing

10 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 before or not more than [seven] 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

## **11 Participation in directors' meetings**

11 1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when

- (a) the meeting has been called and takes place in accordance with the Articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

11 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

11 3 If all the directors participating in a meeting are not in the same place, the meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, at the place where the chairman (or other director chairing the meeting) is

## **12 Quorum for directors' meetings**

12 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

12 2 The quorum for directors' meetings shall be one Eligible Director if the Company has only one director and two Eligible Directors if the Company has more than one director

## **13 Chairing directors' meetings**

13 1 The directors may appoint a director to chair their meetings

13 2 The person so appointed for the time being is known as the **chairman**

13 3 The directors may terminate the chairman's appointment at any time

13 4 If

- (a) the directors have not appointed a chairman,
- (b) the chairman is unwilling to chair the meeting or is not participating in a directors' meeting within ten minutes of the time at which it was to start, or
- (c) the chairman is not an Eligible Director in respect of any matter to be discussed at the meeting,

the directors participating in the meeting must appoint one of themselves (who is an Eligible Director in respect of the matters to be discussed at the meeting) to chair it

## **14 Voting at directors' meetings general rules**

14 1 Subject to the Articles, a decision is taken at a directors' meeting by a majority of the votes of the Eligible Directors who are participating and each Eligible Director participating in a directors' meeting has one vote

14 2 Subject to Article 14 3, if a question arises at a meeting of directors (or of a committee established by the directors) as to the right of a director (or committee member) to participate in the meeting (or part of the meeting) for voting or quorum purposes or otherwise in accordance with the Articles, the question may, before the conclusion of the meeting, be referred to the chairman (or other person chairing the

meeting) whose ruling in relation to any person other than himself is to be final and conclusive

- 14 3 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman (or other person chairing the meeting), the question is to be decided by a decision of the directors (or committee members) at that meeting, for which purpose the chairman (or other person chairing the meeting) is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

**15 Chairman's casting vote at directors' meetings**

- 15 1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote

- 15 2 Article 15 1 does not apply in respect of a particular matter if, in accordance with the Articles, the chairman or other director is not an Eligible Director for the purposes of that matter

**16 Directors' conflicts situational conflicts**

- 16 1 The directors may, in accordance with this Article and the Act, authorise any matter which would or might, if not authorised, involve a director breaching the duty to avoid conflicts of interest in section 175 of the Act

- 16 2 Any such matter must be proposed in writing for consideration by the directors in accordance with any procedures for the time being established for the purpose by the directors or in such other manner as the directors may approve

- 16 3 An authorisation pursuant to Article 16 1

(a) will be subject to any restrictions or conditions expressly imposed by the directors at the time of authorisation or subsequently, and

(b) may be varied or terminated by the directors at any time

Nothing in this Article will affect anything done by a director in accordance with the terms of an authorisation prior to any such variation or termination

- 16 4 No authority under this Article is required in respect of a conflict of interest arising in relation to a transaction or arrangement with the Company, but this is without prejudice to a director's obligation to declare any interest pursuant to the Act and the Articles

**17 Directors' conflicts transactions or arrangements with the Company**

Provided that he has disclosed to the directors the nature and extent of any direct or indirect interest in accordance with section 177 or section 182 of the Act (as appropriate), a director

(a) may enter into or otherwise be interested in any transaction or arrangement with the Company or in which the Company is otherwise interested,

(b) may hold any other office or employment with the Company (except that of auditor) in conjunction with the office of director, and may act by himself or through his firm in a professional capacity for the Company, in any such case on such terms as to remuneration and otherwise as the directors may decide, either in addition to or instead of any remuneration provided for by any other Article, and

(c) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is interested

**18 Directors' conflicts general provisions**

- 18 1 Subject to the Articles (and to the terms of any authorisation given pursuant to Article 16), a director shall not by reason of his office be liable to account to the Company for any remuneration, profit or other benefit derived as a result of a Conflict Matter. No transaction or arrangement shall be liable to be avoided on the grounds of a director having an interest or benefit authorised or permitted pursuant to the Articles.
- 18 2 In relation to any Conflict Matter, the general duties that a director owes to the Company under the Act will not be infringed by anything done (or omitted to be done) by the director concerned in accordance with the Articles.
- 18 3 The director may, for as long as he reasonably believes a Conflict Matter subsists
- (a) absent himself from meetings of the directors or from the discussion of any matter at a meeting or in respect of any other proposed decision of the directors, and
  - (b) make such arrangements as he sees fit for relevant board papers and other information not to be sent to him.
- 18 4 Where the director obtains (otherwise than as a director or employee of the Company) in relation to a Conflict Matter information in respect of which he owes a duty of confidentiality to another person he shall not be obliged to disclose such information or use it for the benefit of the Company (in circumstances in which he would otherwise be so obliged).
- 18 5 Subject to the Articles, a director may vote at any meeting of the directors (or committee established by the directors) and take part in any other decision of the directors despite the fact that the decision concerns or relates to a matter in which he has, directly or indirectly, an interest or duty which conflicts, or possibly may conflict, with the interests of the Company provided that the director has, as appropriate
- (a) received an authorisation pursuant to Article 16 (and the terms of the authorisation do not provide otherwise), or
  - (b) made a disclosure in accordance with Article 17.

**19 Records of decisions to be kept**

The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded

- (a) of every unanimous or majority decision in whatever form taken by the directors, and
- (b) in the case of a sole director, of every decision in whatever form that would have been taken by unanimous or majority decision if the Company had more than one director.

**20 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.

**Appointment of directors**

**21 Methods of appointing directors**

- 21 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director.

- (a) by ordinary resolution, or
- (b) by a decision of the directors

21 2 In any case where, as a result of death or bankruptcy, the Company has no members and no directors, the Transmittee(s) of the last member to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a person to be a director. For these purposes, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member

## **22 Termination of director's appointment**

A person ceases to be a director as soon as

- (a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law,
- (b) a bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) 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 three months,
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have, or
- (f) notification is received by the Company from the director that the director is resigning from office as director, and such resignation has taken effect in accordance with its terms

## **23 Parent Company power to appoint and remove directors**

Without prejudice to Article 21 and Article 22, the Parent Company may by notice in writing to the Company appoint any person to be a director and remove any director from office, however they were appointed

## **24 Directors' remuneration**

24 1 Directors may undertake any services for the Company that the directors decide and on such terms and conditions as the directors think fit

24 2 Directors are entitled to such remuneration as the directors determine

- (a) for their services to the Company as directors, and
- (b) for any other service which they undertake for the Company

24 3 Subject to the Articles, a director's remuneration may

- (a) take any form, and
- (b) 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 director

24 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

## **25 Directors' expenses**

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at

- (a) meetings of directors or committees established by the directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of shares or 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

## **Alternate directors**

### **26 Appointment and removal of alternate directors**

26 1 Any director (**appointor**) (other than an alternate director) may appoint as an **alternate director** any other director, or any other person approved by a decision of the directors, to

- (a) exercise that director's powers, and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate director's appointor

26 2 Any appointment or removal 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 and has immediate effect (subject to any necessary approval and unless otherwise specified)

26 3 The notice must

- (a) identify the proposed alternate director, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate director that he is willing to act as the alternate director of the director giving the notice

### **27 Rights and responsibilities of alternate directors**

27 1 Except as the Articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their appointors, and
- (d) are not deemed to be agents of or for their appointors

27 2 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration (if any) of the alternate director's appointor as such appointor may direct by notice in writing made to the Company. An alternate director is however entitled to the payment by the Company of such expenses as might properly be paid to him if he were a director

**28 Alternate directors and decisions of the directors**

- 28 1 Subject to the Articles, an alternate director may act as alternate director for more than one director and has the same rights in relation to any decision of the directors as the alternate director's appointor
- 28 2 Subject to the Articles, an alternate director is entitled to take part for all purposes (including quorum and voting purposes) in a decision of the directors in respect of which his appointor
- (a) is not taking part, and
  - (b) is an Eligible Director
- 28 3 If an alternate director's appointor is not an Eligible Director in relation to a decision of the directors, this does not preclude the alternate director from taking part on behalf of another appointor who is (and on his own behalf if he is) an Eligible Director in relation to that decision
- 28 4 An alternate director is not entitled to take part in a decision of the directors if he (whether a director or not) would not qualify as an Eligible Director in relation to that decision
- 28 5 No person taking part in a decision of the directors may (whether in his capacity as director or alternate director) be counted as more than one director for the purposes of determining whether the quorum requirement is satisfied in relation to that decision
- 28 6 Subject to the Articles, an alternate director who acts as alternate director for more than one director has one vote for each appointor, in addition to his own vote if he is also a director

**29 Termination of alternate directorship**

An alternate director's appointment as an alternate director terminates

- (a) when the alternate director's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) 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,
- (c) on the death of the alternate director's appointor, or
- (d) when the appointment as a director of the alternate director's appointor terminates

**PART 3 Shares and distributions**

**Company's lien, calls and forfeiture**

**30 Company's lien over partly paid shares**

- 30 1 The Company has a first paramount lien on all shares (whether or not such shares are fully paid) standing registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder thereof or is one of two or more joint holders, for all moneys payable by him or his estate to the Company (whether or not such moneys are presently due and payable)
- 30 2 The company's lien over a share —
- (a) takes priority over any third party's interest in that share, and

- (b) extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share

30 3 The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part

### **31 Enforcement of the company's lien**

31 1 Subject to the provisions of this Article, if—

- (a) a lien enforcement notice has been given in respect of a share, and
  - (b) the person to whom the notice was given has failed to comply with it,
- the company may sell that share in such manner as the directors decide

31 2 A lien enforcement notice—

- (a) may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
- (b) must specify the share concerned,
- (c) must require payment of the sum payable within 14 days of the notice,
- (d) must be addressed either to the holder of the share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise, and
- (e) must state the company's intention to sell the share if the notice is not complied with

31 3 Where shares are sold under this Article—

- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

31 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied—

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice, and
- (b) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice

31 5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date—

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
- (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

### **32 Call notices**

32 1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a member requiring the member to pay the company

a specified sum of money (a "call") which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice

**32 2 A call notice—**

- (a) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the company by way of premium),
- (b) must state when and how any call to which it relates it is to be paid, and
- (c) may permit or require the call to be paid by instalments

**32 3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent**

**32 4 Before the company has received any call due under a call notice the directors may—**

- (i) revoke it wholly or in part, or
- (ii) specify a later time for payment than is specified in the notice, by a further notice in writing to the member in respect of whose shares the call is made

**33 Liability to pay calls**

**33 1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid**

**33 2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share**

**33 3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them—**

- (i) to pay calls which are not the same, or
- (ii) to pay calls at different times

**34 When call notice need not be issued**

**34 1 (a) A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share (whether in respect of nominal value or premium)—**

- (i) on allotment,
- (ii) on the occurrence of a particular event, or
- (iii) on a date fixed by or in accordance with the terms of issue

**34 2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture**

**35 Failure to comply with call notice automatic consequences**

**35 1 If a person is liable to pay a call and fails to do so by the call payment date—**

- (a) the directors may issue a notice of intended forfeiture to that person, and
- (b) until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate

**35 2 For the purposes of this article—**

- (a) the "call payment date" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date,



- (b) the "relevant rate" is the rate fixed by the terms on which the share in respect of which the call is due was allotted or, if no such rate was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors, or
  - (c) if no rate is fixed in either of these ways, 5 per cent per annum
- 35 3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998
- 35 4 The directors may waive any obligation to pay interest on a call wholly or in part
- 36 Notice of intended forfeiture**
- 36 1 A notice of intended forfeiture—
  - (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
  - (b) must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise,
  - (c) must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice,
  - (d) must state how the payment is to be made, and
  - (e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited
- 37 Directors' power to forfeit shares**
- 37 1 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture
- 38 Effect of forfeiture**
- 38 1 Subject to the articles, the forfeiture of a share extinguishes—
  - (a) all interests in that share, and all claims and demands against the company in respect of it, and
  - (b) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company
- 38 2 Any share which is forfeited in accordance with the articles—
  - (a) is deemed to have been forfeited when the directors decide that it is forfeited,
  - (b) is deemed to be the property of the company, and
  - (c) may be sold, re-allotted or otherwise disposed of as the directors think fit
- 38 3 If a person's shares have been forfeited—
  - (a) the company must send that person notice that forfeiture has occurred and record it in the register of members,
  - (b) that person ceases to be a member in respect of those shares,
  - (c) that person must surrender the certificate for the shares forfeited to the company for cancellation,
  - (d) that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares,

including any interest (whether accrued before or after the date of forfeiture), and

- (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal

38 4 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit

### **39 Procedure following forfeiture**

39 1 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer

39 2 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date—

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
- (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

39 3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share

39 4 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which—

- (a) was, or would have become, payable, and
- (b) had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them

### **40 Surrender of shares**

40 1 A member may surrender any share—

- (a) in respect of which the directors may issue a notice of intended forfeiture,
- (b) which the directors may forfeit, or
- (c) which has been forfeited

40 2 The directors may accept the surrender of any such share

40 3 The effect of surrender on a share is the same as the effect of forfeiture on that share

40 4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

### **Issue of shares**

#### **41 Powers to issue different classes of share**

41 1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution

- 41 2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares
- 41 3 For so long as the Company satisfies the conditions of section 550 of the Act and with the approval of the Parent Company, the directors may exercise any power of the Company to allot shares or to grant rights to subscribe for or to convert any security into shares
- 41 4 In accordance with section 567 of the Act, all of the requirements of sections 561 and 562 of the Act are excluded generally in relation to the allotment of, or grant of rights to subscribe for or to convert any securities into, shares in the Company

#### **42 Payment of commissions on subscription for shares**

- 42 1 The Company may pay any person a commission in consideration for that person
- (a) subscribing, or agreeing to subscribe, for shares, or
  - (b) procuring, or agreeing to procure, subscriptions for shares
- 42 2 Any such commission may be paid
- (a) in cash, or in fully paid or partly paid shares or other securities, or partly in one way and partly in the other, and
  - (b) in respect of a conditional or an absolute subscription

#### **Interests in shares**

##### **43 Company not bound by less than absolute interests**

Except to the extent provided in the Articles or as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it

#### **Share certificates**

##### **44 Certificates to be issued except in certain cases**

- 44 1 The Company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds
- 44 2 Every certificate must specify
- (a) in respect of how many shares, and of what class, it is issued,
  - (b) the nominal value of those shares,
  - (c) the amount paid up on them, and
  - (d) any distinguishing numbers assigned to them
- 44 3 No certificate may be issued in respect of shares of more than one class
- 44 4 If more than one person holds a share, only one certificate may be issued in respect of it
- 44 5 Certificates must
- (a) have affixed to them the Company's common seal, or
  - (b) be otherwise executed in accordance with the Companies Acts

**45 Replacement share certificates**

45 1 If a certificate issued in respect of a member's shares is

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed,

that member is entitled to be issued with a replacement certificate in respect of the same shares

45 2 A member exercising the right to be issued with such a replacement certificate

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

**Transfer and transmission of shares**

**46 Share transfers**

46 1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of

- (a) the transferor, and
- (b) (unless the share is fully paid) the transferee

46 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

46 3 The Company may retain any instrument of transfer which is registered

46 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it

46 5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

**47 Transmission of shares**

47 1 If title to a share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that share

47 2 Nothing in the Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member

**48 Transmitttees' rights**

48 1 A Transmitttee who produces such evidence of entitlement to shares as the directors may properly require

- (a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and
- (b) subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had

- 48 2 Transmittees do not have the right to attend or vote at a general or class meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares

**49 Exercise of Transmittees' rights**

- 49 1 Transmittes who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish

- 49 2 If the Transmittes wishes to have a share transferred to another person, the Transmittes must execute an instrument of transfer in respect of it

- 49 3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmittes has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

**50 Transmittes bound by prior notices**

If a notice is given to a member in respect of shares and a Transmittes is entitled to those shares, the Transmittes (or other person to whom the shares are transferred pursuant to Article 48 1) is bound by the notice if it was given to the member before the name of the Transmittes (or such other person) has been entered in the register of members

**Distributions**

**51 Procedure for declaring dividends**

- 51 1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends

- 51 2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors

- 51 3 No dividend may be declared or paid unless it is in accordance with members' respective rights

- 51 4 Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it

- 51 5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear

- 51 6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

- 51 7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights

**52 Calculation of dividends**

- 52 1 Except as otherwise provided by the Articles or the rights attached to shares, all dividends must be

- (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and

- (b) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid

52 2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly

**53 Payment of dividends and other distributions**

53 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means

- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or
- (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide

**54 No interest on distributions**

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the Company

**55 Unclaimed distributions**

55 1 All dividends or other sums which are

- (a) payable in respect of shares, and
- (b) 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

55 2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

55 3 If

- (a) 12 years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

**56 Non-cash distributions**

56 1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)

56 2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

- (a) fixing the value of any assets,
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
- (c) vesting any assets in trustees

**57 Waiver of distributions**

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share in whole or in part by giving the Company notice in writing to that effect (executed as a deed, unless the waiver is made for valuable consideration), but if

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and executed, by all the holders or persons otherwise entitled to the share

**Capitalisation of profits**

**58 Authority to capitalise and appropriation of capitalised sums**

58 1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and
- (b) appropriate any sum which they so decide to capitalise (**capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (**persons entitled**) and in the same proportions

58 2 Capitalised sums must be applied

- (a) on behalf of the persons entitled, and
- (b) in the same proportions as a dividend would have been distributed to them

58 3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct

58 4 A capitalised sum which was appropriated from profits available for distribution may be applied

- (a) in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or
- (b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct

58 5 Subject to the Articles, the directors may

- (a) apply capitalised sums in accordance with Articles 58 3 and 58 4 partly in one way and partly in another,
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and
- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article

#### **PART 4 Decision-making by members**

##### **Organisation of general meetings**

##### **59 Written Resolutions of Members**

59 1 Subject to Article 59 2, a written resolution of members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the Company

59 2 The following may not be passed as a written resolution and may only be passed at a general meeting -

- (a) a resolution under section 168 of the Companies Act 2006 for the removal of a director before the expiration of his period of office, and
- (b) a resolution under section 510 of the Companies act 2006 for the removal of an auditor before the expiration of his period of office

59 3 Subject to Article 59 2(b), on a written resolution, a member has one vote in respect of each share held by him

59 4 No member may vote on a written resolution unless all moneys currently due and payable in respect of any shares held by him have been paid

##### **60 Members can call general meeting if no directors**

If the Company has no directors then any member may call a general meeting (or instruct the company secretary (if any) to do so) solely for the purpose of appointing one or more directors and any reasonable expenses incurred by a member in calling any such meeting shall be reimbursed by the Company

##### **61 Attendance and speaking at general meetings**

61 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

61 2 A person is able to exercise the right to vote at a general meeting when

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and



- (b) 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

61 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

61 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other

61 5 Two 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

## **62 Quorum for general meetings**

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

## **63 Chairing general meetings**

63 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

63 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

(a) the directors present, or

(b) (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

63 3 The person chairing a meeting in accordance with this Article is referred to as the chairman of the meeting

## **64 Attendance and speaking by directors and non-members**

64 1 Directors may attend and speak at general meetings, whether or not they are members

64 2 The chairman of the meeting may permit other persons who are not

(a) members of the Company, or

(b) otherwise entitled to exercise the rights of members in relation to general meetings,

to attend and speak at a general meeting

## **65 Adjournment and postponement**

65 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 chairman of the meeting must adjourn it

65 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if

(a) the meeting consents to an adjournment, or

- (b) it appears to the chairman 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
- 65 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 65 4 When adjourning a general meeting, the chairman of the meeting must
  - (a) 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
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
  - (c) It shall not be necessary to give any notice of an adjourned general meeting or of any business to be transacted at an adjourned meeting. If a quorum is not present within half an hour from the time appointed for resumption of the meeting, the quorum shall be one qualifying person (within the meaning of section 318 of the Act)
- 65 5 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
- 65 6 If the directors in their absolute discretion consider that it is impractical or unreasonable for any reason to hold any general meeting convened by them at the time or place specified in the notice of meeting, they may at any time before the time appointed for holding that meeting (**original meeting**) postpone it to another time and/or place, in which case
  - (a) the directors shall take reasonable steps to notify those members who were entitled to notice of the original meeting of the time and place of the postponed meeting,
  - (b) no further notice of the postponed meeting or of any business to be transacted at the postponed meeting shall otherwise be required, and
  - (c) no business may be transacted at the postponed meeting which could not properly have been transacted at the original meeting

If a general meeting is postponed in accordance with this Article, the appointment of a proxy will be valid if it is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the postponed meeting. The directors may further postpone in accordance with this Article any meeting postponed under this Article

#### **Voting at general meetings**

##### **66 Voting: general**

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

##### **67 Errors and disputes**

- 67 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
- 67 2 Any such objection must be referred to the chairman of the meeting whose decision is final

**68 Demanding a poll**

68 1 A poll on a resolution may be demanded

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) 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

68 2 A poll may be demanded by,

- (a) the chairman of the meeting,
- (b) the directors,
- (c) two or more persons having the right to vote on the resolution,
- (d) 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, or
- (e) a person or persons holding shares conferring a right to vote on the resolution being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right

68 3 A demand for a poll may be withdrawn if

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal

A demand which is withdrawn shall not invalidate the result of a show of hands declared before the demand was made

68 4 Polls must be taken at the general meeting at or in respect of which they are demanded and in such manner as the chairman of the meeting directs"

68 5 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded

**69 Content and delivery of proxy notices**

69 1 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which

- (a) states the name and address of the member appointing the proxy,
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and
- (d) is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the general 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 to which they relate,

69 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

69 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

- 69 4 Unless a proxy notice indicates otherwise, it must be treated as
- (a) 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
  - (b) 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

## **70 Effect of proxy notice**

- 70 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
- 70 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
- 70 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
- 70 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

## **71 Amendments to resolutions**

- 71 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
- (a) 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 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- 71 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 71 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution

## **Restrictions on members' rights**

### **72 No voting of shares on which money owed to Company**

No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any written resolution of the Company unless all amounts due and payable to the Company in respect of that share have been paid

## **Application of rules to class meetings**

### **73 Class meetings**

The provisions of the Articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of shares

## **PART 5 Miscellaneous provisions**

### **Company communications**

#### **74 Means of communication**

74 1 Subject to the Articles, any document or information sent or supplied by the Company

- (a) under the Articles or pursuant to the Companies Acts, or
- (b) pursuant to any other rule or regulation to which the Company may be subject (and if permitted by such rule or regulation),

may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by the Company (including, without limitation, by making documents or information available on a website)

74 2 Subject to the Articles, any document or information sent or supplied to the Company under the Articles or pursuant to the Companies Acts may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied to the Company

74 3 References in the Articles to documents or information being sent or supplied by or to the Company include references to documents or information being sent or supplied by or to the directors acting on behalf of the Company

#### **75 Deemed receipt**

75 1 Any document or information sent or supplied by the Company shall be deemed to have been received by the intended recipient

- (a) if delivered by hand to an address in the United Kingdom, on the day of delivery to such address (or, if not a working day, on the next working day),
- (b) if sent by first-class post to an address in the United Kingdom and the Company is able to show that it was properly addressed, prepaid and posted, 24 hours after it was posted,
- (c) if sent by airmail to an address outside the United Kingdom and the Company is able to show it was properly addressed, pre-paid and despatched, 72 hours after it was despatched,
- (d) if sent or supplied by electronic means and the Company is able to show that it was properly addressed, 12 hours after it was sent, and
- (e) if sent or supplied by means of a website
  - (i) when the material was first made available on the website, or
  - (ii) if later, when the recipient received (or is deemed pursuant to this Article 75 1 to have received) notice of the fact that the material was available on the website

75 2 For the purposes of Article 75 1

- (a) in calculating a period of hours, no account shall be taken of any part of a day that is not a working day,
- (b) a document or information is properly addressed if it is sent or supplied to an address to which the Company may send or supply documents or information in accordance with the Act, and
- (c) the Company shall not be required to investigate or prove actual receipt by an intended recipient of any document or information (including any document or information sent or supplied by electronic means)

75 3 A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called

## **76 Communications with certain recipients**

76 1 The Company shall be entitled not to send or supply notices (including any notification required by the Act that a document or information is available on a website) to a member whose registered address is not within the United Kingdom, unless

- (a) the member has provided the Company with a postal address within the United Kingdom at which notices may be sent or supplied to him, or
- (b) the member has provided the Company with an address to which notices may be sent or supplied to him by electronic means and the directors, in their absolute discretion, agree to use electronic means to supply notices to the member

76 2 Subject to the Articles, in the case of joint holders of a share

- (a) the sending or supply of any document or information to any one of the joint holders shall be deemed to be sufficient sending or supply to all the joint holders, and
- (b) where, for the purposes of the company communications provisions of the Act or of the Articles anything is to be agreed or specified by a holder, the agreement or deemed agreement of or specification by any one of the joint holders shall be deemed to be sufficient agreement or specification by all the joint holders

76 3 Subject to the Articles, any notice or other 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

76 4 A director may agree with the Company that notices or other 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 the time periods set out in Article 75

## **Company secretary**

### **77 Secretary**

The directors may appoint a person to act as the secretary of the Company for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them (with or without replacement)

## **Administrative arrangements**

### **78 Company seals**

- 78 1 Any common seal may only be used by the authority of the directors
- 78 2 The directors may decide by what means and in what form any common seal is to be used
- 78 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 authorised person in the presence of a witness who attests the signature
- 78 4 For the purposes of this Article, an authorised person is
- (a) any director of the Company,
  - (b) the company secretary (if any), or
  - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied
- 78 5 The Company may execute deeds and other documents otherwise than under the common seal provided that execution is in accordance with the Companies Acts

### **79 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

### **80 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

## **Directors' indemnity, funding and insurance**

### **81 Indemnity and funding**

- 81 1 Subject to Article 81 2, but without prejudice to any indemnity to which a relevant officer may otherwise be entitled, the directors may exercise the power of the Company to
- (a) indemnify any relevant officer out of the assets of the Company against
    - (i) any liability incurred by that relevant officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company [or an associated company,
    - (ii) any liability incurred by that relevant officer 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 Act), and
    - (iii) any other liability incurred by that relevant officer as an officer of the Company or an associated company,
  - (b) provide any relevant officer with funds to meet expenditure incurred or to be incurred by such relevant officer

(i) in defending any criminal or civil proceedings or in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust in relation to the Company or an associated company, or

(ii) in connection with any application for relief (within the meaning of section 205(5) of the Act),

or to do anything to enable a relevant officer to avoid incurring such expenditure

81 2 This Article does not authorise any indemnity, provision of funds or other matter which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

## **82 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 loss or liability which has been or may be incurred by a relevant officer in connection with their duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or any associated company

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