

THE COMPANIES ACT 2006

**PRIVATE COMPANY LIMITED BY
GUARANTEE**

**ARTICLES OF ASSOCIATION
OF
CAMPDEN BRI**

Registered Number: 00510618

NOTES:

(Adopted by special resolution passed on 27 September 2023)

DocuSigned by:

Tim Holmes

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Tim Holmes
Chair
19th October 2023

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1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Articles: means the Company's articles of association for the time being in force;

bankruptcy: includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Board: means the board of the Company from time to time appointed in accordance with these Articles;

Board Directors: means the directors of the Company from time to time appointed in accordance with these Articles;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Company: means Campden BRI;

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

Co-optee: means a person co-opted to the Board in accordance with Article 22;

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;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 12, any director whose vote is not to be counted in respect of the particular matter);

Executive Board Director: means any director who is a full or part-time employee of the Company and appointed in accordance with Article 9;

Fee Paying Member: means third party organisations paying an annual membership fee for access to the Campden BRI knowledge base and technical experts.

Member: means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (S/2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

Non-Executive Board Director: means any director of the Company who is not an Executive Board Director and appointed in accordance with Article 9;

Ordinary Resolution: has the meaning given in section 282 of the Act;

Participate: in relation to a director's meeting, has the meaning given in Model Article 11;

Proxy Notice: has the meaning given in Model Article 31;

Company Secretary: means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

Special Resolution: has the meaning given in section 283 of the Act;

Subsidiary: has the meaning given in section 1159 of the Act;

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.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

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- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by and do not conflict with these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
- 1.8.1 1 (Defined terms);
 - 1.8.2 2 (Liability of Members);
 - 1.8.3 3 (Directors' general authority);
 - 1.8.4 7 (Directors to take decisions collectively);
 - 1.8.5 8 (Unanimous decisions);
 - 1.8.6 9(1) and (3) (Calling a directors' meeting);
 - 1.8.7 11(2) and (3) (Quorum for directors' meeting);
 - 1.8.8 13 (Casting vote);
 - 1.8.9 14 (1), (2), (3) and (4) (Conflicts of interest);
 - 1.8.10 17(2) (Methods of appointing directors);
 - 1.8.11 19 (Directors' remuneration);
 - 1.8.12 20 (Directors' expenses);
 - 1.8.13 21 (Applications for membership);
 - 1.8.14 22 (Termination of membership);
 - 1.8.15 30(2) (Poll votes);
 - 1.8.16 31(1)(d) (Content of proxy notices);
 - 1.8.17 35 (Company seals);
 - 1.8.18 38 (Indemnity);
 - 1.8.19 39 (Insurance).

2 OBJECT

- 2.1 The object for which the Company is established is a scientific research association to promote and undertake research and other scientific or technological work and to promote and engage, carry on advisory, consultancy and investigatory services and education of all kinds in connection with and for the development and application of

technical knowledge and commercially relevant solutions for the food, drink and allied industries.

3 POWERS

3.1 In pursuance of the object set out in article 2, the Company has the power to:

- 3.1.1 carry out any promotion, research or other scientific or technological work, whether affecting the whole of the food and drink trades or industries or merely one or more particular parts or sections of the food, drink and allied trades or industries or any of them or the business of any particular Fee Paying Member or group of Fee Paying Members of the Company or others, and in the case of work not affecting the whole of the food and drink trades or industries, to make such arrangements as to special payment by such particular sections or Fee Paying Members or group of Fee Paying Members or others as may be expedient;
- 3.1.2 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- 3.1.3 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 3.1.4 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 3.1.5 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 3.1.6 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;

- 3.1.7 advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- 3.1.8 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 3.1.9 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.10 provide and assist in the provision of money, materials or other help;
- 3.1.11 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.12 incorporate subsidiary companies to carry on any trade; and
- 3.1.13 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

4 INCOME

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
 - 4.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - 4.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate; or
 - 4.2.3 reasonable and proper rent for premises demised or let by any Member or director.

5 WINDING UP

- 5.1 On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or

paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Board at or before the time of winding up or dissolution.

6 MEMBERS

6.1 The Board (except any Executive Board Director) from time to time shall be the only Members. A Non-Executive Board Director (except any Executive Board Director) shall become a Member on appointment to the Board.

6.2 The Company shall maintain a register of Members and any person ceasing to be a Member shall be removed from the Register.

6.3 Membership is not transferable.

7 LIABILITY OF THE MEMBERS

7.1 The liability of each Member is limited to £5, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while a Member or within one year after of ceasing to be a Member, for

7.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member,

7.1.2 payment of the costs, charges and expenses of the winding up, and

7.1.3 adjustment of the rights of the contributories among themselves.

8 TERMINATION OF MEMBERSHIP

8.1 A Member shall cease to be a Member if they:

8.1.1 cease to be a Non-Executive Board Director; or

8.1.2 die.

9 GENERAL MEETINGS

9.1 The Board may, whenever it thinks fit, proceed to convene a general meeting.

9.2 A general meeting shall be called by at least 14 clear days' notice, such notice to be given to each Member (and, where a matter listed in article 12.4 is to be proposed for approval at the general meeting, to each Fee Paying Member) by any means permitted by the Act. The notice must specify:

9.2.1 the time, date and place of the general meeting; and

9.2.2 the particulars of the business to be considered at the meeting.

10 APPOINTMENT OF THE BOARD

10.1 The number of Board Directors shall not be more than twenty-five (25) and not less than fifteen (15).

10.2 The Board Directors shall be appointed by the Board on the basis of relevant skills and experience.

10.3 At least three quarters of the Board Directors shall be individuals from Fee Paying Member companies provided that in the event that fewer than three quarters of the Board Directors are individuals from Fee Paying Members, the Board shall use reasonable endeavours to appoint further individuals from Fee Paying Members as Board Directors but may act notwithstanding this Article.

10.4 A Board Director may not appoint an alternate director or anyone to act on their behalf at Board meetings.

11 RETIREMENT OF THE BOARD

11.1 At every annual general meeting one-third, or, if their number is not divisible by three, the number nearest to one-third, of the Non-Executive Board Directors shall retire by rotation under article 11.2, but may, Subject to article 11.5, be eligible for reappointment by the Board.

11.2 The Non-Executive Board Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. As between persons who were appointed or last reappointed on the same day, those to retire shall (unless they agree otherwise among themselves) be determined by drawing lots. The elected Chairman of the Board shall not retire by rotation during the term of office.

11.3 The Board shall hold an annual meeting of the Board not later than nine (9) months from the accounting year end of the Company which shall be the annual general meeting ('the **AGM**').

11.4 If a Non-Executive Board Director is required by the Articles to retire at an AGM the retirement shall take effect on the conclusion of the meeting.

11.5 No Non-Executive Board Director shall serve for more than [nine (9)] consecutive years, unless the Non-Executive Board consider it would be in the best interests of the Company for a particular Non-Executive Director to continue to serve beyond that period and that Non-Executive Director is reappointed in accordance with the Articles.

12 POWERS OF BOARD

- 12.1 Subject to the provisions of the Act, the Articles and any Special Resolution, the Board shall be responsible for the governance of the Company's business in accordance with its objects and may exercise all the powers of the Company for that purpose.
- 12.2 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Board.
- 12.3 A meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.
- 12.4 There shall be reserved matters that the Board will be required to put to the Fee Paying Members for approval at the AGM or at a general meeting. A simple majority of those voting will be sufficient for approval. These matters are:
- 12.4.1 Changes to the Articles of Association
 - 12.4.2 Approval of the Board
 - 12.4.3 Change of Company name
 - 12.4.4 Appointment or reappointment of a Non-Executive Director
 - 12.4.5 Other items identified and voted on at the AGM or the relevant general meeting.

Every Fee Paying Member who is present in person (or by proxy) shall on a show of hands have one vote.

13 POLL VOTES

- 13.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.
- 13.2 Model Article 31.3 shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.
- 13.3 every Fee Paying Member present in person (or by proxy) shall on a poll have one vote.

14 PROXIES

- 14.1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 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".

- 14.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Board, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

15 DISQUALIFICATION AND REMOVAL OF NON-EXECUTIVE DIRECTORS

- 15.1 A Board Non-Executive Director shall cease to hold office if they:
- 15.1.1 are removed by Ordinary Resolution of the Company pursuant to the Act;
 - 15.1.2 cease to be a Board Non-Executive Director by virtue of any provision in the Act or are prohibited by law from being a Board Director;
 - 15.1.3 have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
 - 15.1.4 in the written opinion of a registered medical practitioner who is treating the Board Director, have become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - 15.1.5 resign by written notice to the Company, provided that at least fifteen (15) Board Non-Executive Directors will remain in office once the resignation takes effect; or
 - 15.1.6 are absent from all the meetings of the Board held within a period of twelve (12) consecutive months, without the permission of the Board, and the Board resolves that their office be vacated; or
 - 15.1.7 are removed from office by a resolution of the Board that it is in the best interests of the Company that their office be vacated passed at a meeting at which a quorate Board is present. Such a resolution must not be passed unless:
 - (a) the Board Director has been given at least fourteen (14) Clear Days' notice in writing of the meeting of the Board Directors at which the resolution will be proposed and the reasons why it will be proposed; and
 - (b) the Board Director has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Directors must consider any representations made by the Board Director (or the Director's representative) and inform the Board Director of their decision following such consideration. There shall be no right of appeal from a decision of the Board Directors to terminate the directorship of a Director.

16 PROCEEDINGS OF THE BOARD

- 16.1 Subject to the provisions of the Articles, the Board may regulate their proceedings as they think fit.
- 16.2 The Board shall meet at least three (3) times a year.
- 16.3 Acts done by a meeting of the Board or of a committee or by a person acting as a Board Director shall not be invalidated by the subsequent realisation that:
- 16.3.1 the appointment of any such Board Director or person acting as a Board Director was defective; or
- 16.3.2 any or all of them were disqualified; or
- 16.3.3 any or all of them were not entitled to vote on the matter.

17 CALLING A BOARD MEETING

- 17.1 Any Board Director may call a meeting of the Board by giving notice of the meeting to the Directors or by authorising the Company Secretary (if any) to give such notice.
- 17.2 Notice of a meeting of the Board must be given to each Board Director, but need not be in writing. The notice must specify:
- 17.2.1 the time, date and place of the meeting;
- 17.2.2 the general particulars of the business to be considered at the meeting; and
- 17.2.3 if it is anticipated that the Board 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.

18 PARTICIPATION IN BOARD MEETINGS

- 18.1 Any Board Director may participate in a meeting of the Board in person or by means of video conference, telephone or any suitable electronic means agreed by the Board and by which all those participating in the meeting are able to communicate with all other participants.
- 18.2 If all the Board Directors participating in the 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.

19 QUORUM FOR BOARD MEETINGS

- 19.1 The quorum for the Board meetings may be fixed from time to time by a decision of the Board, provided it shall not be less than ten (10) and, unless otherwise fixed, it is ten. (10)

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

19.3 If the total number of Board Directors for the time being is less than the quorum required for decision-making by the Board, the Board shall not take any decision other than a decision to appoint further Board Directors.

20 CHAIRING BOARD MEETINGS

20.1 The Board of Directors shall appoint one of their number as Chair of the Board and may determine the length of term for which the Chair of the Board is to serve in that office, although that term may be renewed or extended. On the same basis, the Directors may also appoint one of their number as Vice-Chair of the Board.

20.2 If at any meeting of the Board neither the Chair nor Vice-Chair of the Board, if any, is participating in the meeting within ten minutes of the time at which it was to start, the participating Board Directors must appoint one of themselves to chair the meeting.

21 DECISION-MAKING BY THE BOARD

21.1 The general rule about decision-making by the Board is that any decision of the Board must be either a majority decision at a meeting or a decision taken in accordance with Article 22.

21.2 Each Board Director has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

22 UNANIMOUS DECISIONS BY THE BOARD

22.1 A decision of the Board is taken in accordance with this Article when all eligible Board Directors indicate to each other by any means that they share a common view on a matter.

22.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Board Director or to which each eligible Board Director has otherwise indicated agreement in writing.

22.3 References in this Article to eligible Board Directors are to Board Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Board meeting.

22.4 A decision may not be taken in accordance with this article if the eligible Board Directors would not have formed a quorum at such a meeting.

23 DELEGATION BY THE BOARD

- 23.1 The Board may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising two or more Board Directors. The terms of reference should be approved by the Board and be reviewed not less than every three years.
- 23.2 The Board may delegate the implementation of their decisions or day-to-day management of the affairs of the Company to any person or committee.
- 23.3 The terms of reference of any committee may include conditions imposed by the Board, including that no expenditure or liability may be incurred on behalf of the Company except where approved by the Board or in accordance with a budget previously agreed by the Board.
- 23.4 Persons who are not Board Directors may be appointed as members of a committee, subject to the approval of the Board.
- 23.5 Every person or committee shall act in accordance with the terms of reference on which powers or functions are delegated to him or it and, subject to that, a person or committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Board.
- 23.6 The terms of any delegation to a committee shall be recorded.
- 23.7 The Board of Directors may revoke or alter a delegation.
- 23.8 All acts and proceedings of any person or committee shall be appropriately and promptly reported to the Board.

24 CO-OPTION

- 24.1 The Board may from time to time co-opt any person including any of the Company's senior management team to the Board or any committee of the Board in a non-voting capacity and may at any time revoke such co-option.

25 BOARD EXPENSES AND REMUNERATION

- 25.1 Board Directors may undertake any services for the Company that the Board decides.
- 25.2 Subject to the provisions of Article 4, Executive Board Directors are entitled to such remuneration as the Board determines for their services to the Company as Executive Board Directors, and for any other service which they undertake for the Company.
- 25.3 Subject to these Articles, an Executive Board Director's remuneration may:
- 25.3.1 take any form, and

- 25.3.2 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 Executive Director.

26 DIRECTORS' CONFLICTS OF INTEREST

- 26.1 The Board may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any Board Director which would, if not authorised, involve a Board Director breaching his duty to avoid conflicts of interest under section 175 of the Act.

- 26.2 Any authorisation under this *article 26* shall be effective only if:

- 26.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any Board Director for consideration in the same way that any other matter may be proposed to the Board under the provisions of these Articles or in such other manner as the Board may determine;

- 26.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

- 26.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

- 26.3 Any authorisation of a Conflict under this *article 26* may (whether at the time of giving the authorisation or subsequently):

- 26.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

- 26.3.2 provide that the Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

- 26.3.3 provide that the Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;

- 26.3.4 impose upon the Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;

- 26.3.5 provide that, where the Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Board Director) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the

Company's affairs where to do so would amount to a breach of that confidence;
and

- 26.3.6 permit the Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 26.4 Where the Board authorises a Conflict, the Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Board in relation to the Conflict.
- 26.5 The Board may revoke or vary such authorisation at any time, but this shall not affect anything done by the Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 26.6 A Board Director is not required, by reason of being a Board Director (or because of the fiduciary relationship established by reason of being a Board Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 26.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Board Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 26.7.1 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;
- 26.7.2 shall be an Eligible Director for the purposes of any proposed decision of the Board or committee of Board Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 26.7.3 shall be entitled to vote at a Board meeting (or of a committee of the Board Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 26.7.4 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 Board Director;

26.7.5 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

26.7.6 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 Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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 Act.

26.8 For the avoidance of doubt, the provisions of this Article 24 shall apply to any person occupying the position of director, by whatever name called.

27 RECORDS OF DECISIONS TO BE KEPT

27.1 Where decisions of the Board (or of a committee of the Board Directors) are taken by electronic means, such decisions shall be recorded by the Board Directors in permanent form.

28 COMPANY SECRETARY

28.1 The Directors may appoint any person who is willing to act as the Company 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.

29 MEANS OF COMMUNICATION TO BE USED

29.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

29.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

29.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

29.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

29.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

29.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

30 RULES

30.1 The Board may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company, Membership fees and subscriptions and the admission criteria for Members. If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

31 INDEMNITY AND INSURANCE

31.1 Subject to *article 31.2*, but without prejudice to any indemnity to which a relevant officer of the Company is otherwise entitled:

31.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

(a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and

(b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- 31.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 31.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 31.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 31.3 The Directors will purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 31.4 In this article:
- 31.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 31.4.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund of the Company or associated company; and
- 31.4.3 a **relevant officer** means any Board Director or other officer or former Board Director or other officer of the Company [or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act)], but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).