

**SPITALFIELDS FESTIVAL LIMITED  
(THE "COMPANY")**

**Written resolution of the Company pursuant to s 281 and Part 13 Ch 2 Companies Act 2006**

**Circulation Date**                      7 November 2016

In accordance with Part 13, Chapter 2 of the Companies Act 2006, the directors of the Company propose the following written resolution, which is proposed as a special resolution (the "**Special Resolution**")

**SPECIAL RESOLUTION**

- 1            That the articles of association set out in the document attached to this written resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company

**Agreement to written resolution**

*Please read the notes at the end of this document before signifying your agreement to the written resolution*

The undersigned, being a person entitled on the Circulation Date to vote on the written resolution, irrevocably agrees to the Special Resolution

**SIGNED BY**

M. [Signature]

Name

1/12/16

Date

2016

Signature

[Signature]



## NOTES

### *Procedures for signifying agreement*

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**SIGNED BY**

                    TASMINE MATHEWS    )  
Name                                        )  
  )  
                    1 DECEMBER       2016    )  
Date   )

Signature

*J Mathews*

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**SIGNED BY**

*JUDITH WEIR*  
Name  
*24<sup>th</sup> November*      2016  
Date

)  
)  
)  
)  
)  
)  
)

Signature *Judith Weir*

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**SIGNED BY**

KATIE TEARLE  
Name

1 DECEMBER 2016  
Date

Signature

Katie Tearle

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**SIGNED BY**

NICOLA OPPENHEIMER  
Name  
30/11 November 2016  
Date

Signature

*NA Oppenheimer*

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7 Nov

2016

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**SIGNED BY**

Name

 A. Morris  
1. 12. 2016

Signature



Date

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**SIGNED BY**

SIMON MARTIN

Name

1 December

Date

2016

Signature



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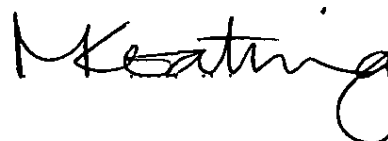
*Please read the notes at the end of this document before signifying your agreement to the written resolution*

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**SIGNED BY**

MICHAEL KEATING )  
Name )  
1/12/ )  
Date                      2016 )

Signature



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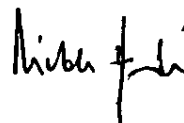
N A S HARMÉ

Name

28 November 2016

Date

Signature



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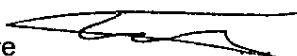
LINDSEY ALLEN,

Name

1 / 12 /                      2016

Date

Signature



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**SIGNED BY**

REMI ATOYEGBI

Name

22/11

Date

2016

Signature



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**FILING COPY OF RESOLUTIONS PASSED IN WRITING**

**THE COMPANIES ACT 2006**

---

**PRIVATE COMPANY LIMITED BY GUARANTEE**

---

**RESOLUTIONS**

**-of-**

**SPITALFIELDS FESTIVAL LIMITED  
(THE "COMPANY")**

**Written resolution of the Company pursuant to s.281 and Part 13 Ch 2 Companies Act 2006**

In accordance with Part 13 Ch 2 Companies Act 2006, the following special resolution was passed as a written resolution on 2016

**SPECIAL RESOLUTION**

- 1 That the articles of association set out in the document attached to this written resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company

  
Director



Company No 03138347

THE COMPANIES ACTS 1985 AND 2006

---

A PRIVATE COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION

OF

SPITALFIELDS FESTIVAL LIMITED  
Incorporated on 15 December 1995

MACFARLANES

Macfarlanes LLP  
20 Cursitor Street  
London EC4A 1LT

38333459 5

THE COMPANIES ACTS 1985 and 2006

Company Limited by Guarantee  
and not having a Share Capital

ARTICLES OF ASSOCIATION  
OF  
SPITALFIELDS FESTIVAL LIMITED

(Adopted by special resolution passed on 1 December 2016)

1 In these Articles

1 1 **2006 Act** means the Companies Act 2006, including any statutory modification or re-enactment thereof for the time being in force,

1 2 **the Acts** means the Companies Act 1985 and the 2006 Act, including any statutory modification or re-enactment thereof for the time being in force,

1 3 **clear days** in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,

1 4 **Conflict Situation** means a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company, including in relation to the exploitation of any property, information or opportunity and regardless of whether the Company could take advantage of the property, information or opportunity itself, but excluding a situation which could not reasonably be regarded as likely to give rise to a conflict of interest (and any reference in this definition to a conflict of interest includes a conflict of interest and duty and a conflict of duties),

1 5 **Director** means any person appointed as a director pursuant to Article 13 2 or Article 18, who shall be a director for the purposes of the Acts and a charity trustee for the purposes of Section 177 of the Charities Act 2011,

1 6 **Secretary** means any person appointed to perform the duties of the Secretary of the Company,

1 7 **the United Kingdom** means Great Britain and Northern Ireland

1 8 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form

1 9 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Acts

2 **Company name**

2 1 The name of the Company is Spitalfields Festival Limited



- 2 2 The name of the Company may be changed by
- 2 2 1 special resolution of the members, or
- 2 2 2 a decision of the Directors, or
- otherwise in accordance with the 2006 Act
- 3 The registered office of the Company will be situate in England
- 4 **Objects**
- 4 1 The objects for which the Company is registered are to promote, maintain, improve and advance the education of the public, particularly by the encouragement of the Arts including the arts of music, singing, drama, ballet, literature, sculpture and painting
- 4 2 In furtherance of these objects but not further or otherwise the Company shall have the following powers
- 4 2 1 to present, promote, organise, provide, manage and produce such concerts, operas, operettas, plays, ballets, films, radio broadcasts, television performances, lectures and other literary, musical, dramatic and artistic entertainments, performances and exhibitions, as are conducive to the promotion, maintenance and advancement of education or to the encouragement of the Arts and to formulate, prepare and establish schemes therefor,
- 4 2 2 to purchase, acquire and obtain interests in the copyright of or the right to perform, publish or show any material which can be used or adapted for the objects of the Company,
- 4 2 3 to enter into agreements and engagements with authors, actors, dancers, musicians, producers, lecturers, teachers, artists, composers and other persons and retain advisers and to remunerate such persons and advisers by salaries or fees,
- 4 2 4 to co-operate with manufacturers, dealers, traders, the press and other sources of publicity for the purpose of promoting the objects of the Company,
- 4 2 5 to procure to be written and print, publish, issue, circulate or otherwise disseminate gratuitously or otherwise, reports and periodicals, books, pamphlets, leaflets and other literature,
- 4 2 6 to invite and receive grants, donations, public funding and contributions from any person or persons whatsoever and otherwise to raise funds provided that the Company shall not undertake any permanent trading activity in raising funds for its objects except in the course of the actual carrying out of the objects of the Company or as temporary and incidental thereto,
- 4 2 7 to take and accept any gifts of property of any description whether subject to any special trusts or not, for the purposes of the Company,
- 4 2 8 to undertake and execute any charitable trusts,
- 4 2 9 to co-operate with other charitable organisations having similar objects and to establish, promote or assist such charitable organisations,
- 4 2 10 to purchase, acquire or undertake all or any of the property, liabilities and engagements of such charitable organisations and institutions with which the Company may co-operate or federate,

- 4 2 11 to purchase, lease, hire or otherwise acquire and to sell, let, mortgage, dispose of, manage, turn to account and subject to such consents as may be required by law from time to time, otherwise deal with real and personal property and any rights or privileges to promote the objects of the Company and to maintain, construct, alter, pull down and convert buildings for the purposes of the Company,
- 4 2 12 subject to such consents as may be required by law from time to time and subject as hereinafter provided, to borrow or raise money and to execute and issue security as the Company shall think fit, including mortgages, charges or securities over the whole or any part of its assets, present or future,
- 4 2 13 to invest the monies of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, but so that the Company shall have no power to grant loans by way of investment otherwise than at a commercial rate of interest and upon security bearing at least the full value of the loan,
- 4 2 14 to draw, accept, endorse, issue or execute promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments, for the purpose of or in connection with the objects of the Company,
- 4 2 15 as employers of staff to make all reasonable and necessary provision for the payment of superannuation and pensions to or on behalf of employees and their dependants,
- 4 2 16 to pay out of the funds of the Company the costs of forming and registering the Company, and
- 4 2 17 to do all such other lawful things as shall further the attainment of the objects of the Company
- 4 3 PROVIDED THAT
  - 4 3 1 in case the Company shall take or hold any property which may be subject to any trust, the Company shall only deal with or invest the same in such a manner as allowed by law, having regard to such trusts,
  - 4 3 2 the Company's objects shall not extend to the regulation of relations between employees or organisations of employees and employers or organisations of employers,
  - 4 3 3 in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Directors and Members of the Company shall be chargeable for any such property that may come into their hands and shall be answerable, and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would have been if no incorporation had been effected and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Directors and Members of the Company, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated
- 4 4 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in these Articles, and no portion shall be paid or transferred directly or

indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Company and no Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company, provided that nothing herein shall prevent any payment in good faith by the Company

4 4 1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a Director except as provided below) for any services rendered to the Company,

4 4 2 if the Company has first obtained the written consent of the Charity Commissioners for England and Wales of reasonable and proper remuneration to any Director or any company of which a Director is a member for any services rendered to the Company on condition that

4 4 2 1 he shall not be entitled to vote on a resolution nor attend any meeting concerning his or her appointment to office or any payment made or to be made to him by the Company, and

4 4 2 2 notwithstanding anything contained in the Articles of Association of the Company no resolution relating to payments to him shall be effective unless it is passed at a meeting at which there is present a quorum which consists only of persons not remunerated for services being rendered to the Company,

4 4 3 of interest at a reasonable and proper rate on money lent by any Member of the Company or by a Director,

4 4 4 of reasonable and proper rent for premises demised or let by any Member or Director,

4 4 5 to any Director in respect of reasonable out-of-pocket expenses,

4 4 6 of any loans, grants, donations or any other kind of financial assistance to any individual, group of individuals, partnership, body corporate, local authority or unincorporated association who or which practices or promotes any art form or the appreciation or furtherance thereof notwithstanding that such individual or group or any employee member or officer of any such organisation is a Member of the Company

## **5 Members**

5 1 The number of Members of the Company is unlimited

5 2 The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership shall be Members of the Company

6 The liability of the Members is limited

6 1 The rights and privileges of a Member shall not be transferable

6 2 No person shall be admitted to membership unless that person is prepared to use best endeavours to assist in the advancement of the main objects of the Company

6 3 A Member shall cease to be a Member of the Company

6 3 1 (if a corporation) upon its having a winding up resolution passed or winding up petition presented or a receiver being appointed of any of its assets,

- 6 3 2 upon giving notice in writing to the Company, resigning from membership, and any notice received from a person resigning as a Director shall, unless the Directors otherwise resolve, be deemed also to comprise the resignation of that person from membership,
- 6 3 3 upon a two-thirds majority of the Directors giving the Member notice requiring the Member to resign from membership,
- 6 3 4 (if an individual) upon dying, becoming of unsound mind, or bankrupt, or compounding with creditors
- 6 4 Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up during the Member's period of Membership or within one year afterwards for payment of the debts and liabilities of the Company contracted before the Member ceases to be a Member and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding in the case of any Member the sum of £1
- 6 5 If upon the winding up or dissolution of the Company there remains after satisfaction of its debts and liabilities any property whatsoever the same shall not be paid to or distributed amongst the Members but shall be given or transferred to some other charity having objects similar to those of the Company and which shall be established for charitable purposes only and which shall prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Company by Article 4 4 hereof such charity to be determined by the Members of the Company at or before the time of dissolution and if and so far as effect cannot be given to the aforesaid provision then to some charitable object
- 6 6 True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Company and, subject to any reasonable restrictions that may be imposed in accordance with regulations of the Company for the time being in force, shall be open to the inspection of the Members Once at least in every year the accounts of the Company shall be audited by a properly qualified auditor
- 7 Registers**
- 7 1 The Directors shall cause the following registers to be kept at the Registered Office of the Company
- 7 1 1 a Register of Members,
- 7 1 2 a Register of the interests of the Directors in debentures of the Company or its associated Companies,
- 7 2 The Directors shall cause such Registers as are kept under the provisions of Article 7 1 hereof to be completed and made available for inspection in accordance with the provisions of the Acts
- 8 General meetings**
- 8 1 The Directors may, whenever they think fit, convene a General Meeting, and General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by the Acts If at any time there are not within the United Kingdom sufficient Directors capable of forming a quorum, any Director or any two Members of the Company may convene a General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors

## **9 Notice of general meetings**

9 1 A General Meeting shall be called by fourteen clear days' notice in writing at the least. The notice shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Articles of the Company, entitled to receive such notice from the Company, provided always that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than ninety-five per cent of the total voting rights at that meeting of all the Members.

9 2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## **10 Proceedings at general meetings**

10 1 No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, three Members present in person or by proxy shall be a quorum.

10 2 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.

10 3 The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company, or if there is no such Chairman, or if the Chairman shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the Directors present shall elect one of their number to be Chairman of the meeting.

10 4 If at any meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be Chairman of the meeting.

10 5 The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

10 6 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded (a) by the Chairman or (b) by at least two Members present in person or by proxy or (c) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

- 10 7 Except as provided in Article 10 9, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 10 8 In the case of an equality of votes, whether on a show of hands, or on a poll, the Chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote
- 10 9 A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken forthwith A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll
- 10 10 If at any General Meeting any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the results of the voting unless it be pointed out at the same meeting, and not in that case unless it shall, in the opinion of the Chairman of the Meeting, be of sufficient magnitude to vitiate the result of the voting

## 11 **Votes of members**

- 11 1 Every Member shall have one vote
- 11 2 On a poll votes may be given either personally or by proxy
- 11 3 The instrument appointing a proxy shall be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing, or if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised A proxy need not be a Member of the Company
- 11 4 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid
- 11 5 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit

"I/We [•] of [•] in the County of [•], being a Member/Members of the above-named Company, hereby appoint [•] of [•] or failing him/her, [•] of [•] as my/our proxy to vote for me/us on my/our behalf at the General Meeting of the Company to be held on the [•] day of [•] 20[•], and at any adjournment thereof Signed this [•] day of [•] 20[•]"

- 11 6 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll

## 12 **Corporations acting by representatives at meetings**

Any corporation which is a Member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation represented as that corporation could exercise if it were an individual Member of the Company

### **13 Directors**

- 13 1 The number of Directors shall be not less than three nor, until otherwise determined by a General Meeting, more than 15
- 13 2 The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed 15
- 13 3 No person who is not a Member of the Company shall be entitled to hold office as a Director
- 13 4 No Director shall vacate office or be ineligible for re-appointment as a Director nor shall any person be ineligible for appointment as a Director by reason only of having attained any particular age
- 13 5 The Directors shall be subject to a system of retirement by rotation as follows
- 13 5 1 each Director shall serve an initial term of three years from the date of his or her appointment,
- 13 5 2 on the expiry of a Director's initial three year term, that Director shall be eligible for re-appointment for a further term of three years, and
- 13 5 3 on the expiry of a second term of three years, a Director shall not be eligible for re-appointment for a further term until the expiry of at least one year following the expiry of the second three year term unless 75 per cent or more of the Directors present at a Board meeting at which the re-appointment is discussed are of the opinion that the re-appointment of that Director for a further term not exceeding three years would be in the best interests of the Company and therefore approves his or her re-appointment

### **14 Borrowing powers**

The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party

### **15 Powers and duties of Directors**

- 15 1 The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Acts or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Acts or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made In particular, the Directors shall have power to make rules and bye-laws for regulating the use by Members and others of any property of the Company
- 15 2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine
- 15 3 The Directors shall cause minutes to be made of all appointments of officers made by them, of the names of the Directors present at each meeting of the Directors and of any committee of the Directors, and of all resolutions and proceedings at all meetings of the Company, and

of the Directors, and of committees of Directors and any such minutes if signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated

- 15 4 The Directors may act notwithstanding any vacancy in the Board but, if the number of Directors is less than the minimum prescribed herein, they may only act as Directors to admit persons to membership of the Company, fill vacancies in the Board of Directors or summon a General Meeting

## **16 Disqualification of Directors**

- 16 1 The office of Director shall be vacated if the Director

16 1 1 becomes subject to a receiving order or makes an arrangement or composition with creditors generally,

16 1 2 becomes prohibited by law from being a Director or ceases to be a Director by reason of any provision of the Acts, or

16 1 3 becomes of unsound mind, or

16 1 4 resigns from office by notice in writing to the Company, or

16 1 5 is removed from office by a resolution duly passed pursuant to the Acts, or

16 1 6 ceases to be a Member of the Company, or

16 1 7 is directly or indirectly interested in any contract with the Company and fails to declare the nature of such interest in the manner required by the Acts

## **17 Conflicts of Interest**

If a Conflict Situation arises, the Directors may authorise that Conflict Situation for the purposes of s 175(4)(b) of the 2006 Act by a decision of the Directors made in accordance with that section and these Articles. At the time of the authorisation, or at any time afterwards, the Directors may impose any limitations or conditions or grant the authority subject to such terms as (in each case) they consider appropriate and reasonable in all the circumstances. Any authorisation may be revoked or varied at any time in the discretion of the Directors

## **18 Appointment and removal of Directors by Members**

- 18 1 Provided that the number of Directors shall be not less than three, the Company may from time to time by Ordinary Resolution increase or reduce the number of Directors

- 18 2 The Company may by ordinary resolution of which special notice has been given in accordance with the Acts, remove any Director before the expiration of the Director's period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director

- 18 3 The Company may by ordinary resolution appoint another person in place of a Director removed from office under the immediately preceding article. Without prejudice to the powers of the Directors under Article 13 2, the Company in General Meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director

## **19 Proceedings of Directors**

- 19 1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second



or casting vote. A Director may, and a Secretary at the written request of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom. The quorum necessary for the transaction of the business of the Directors shall be three directors or one third of the directors for the time being, whichever is greater.

- 19.2 Subject to these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when
- 19.2.1 the meeting has been called and takes place in accordance with these Articles, and
- 19.2.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 19.3 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 19.4 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is. In default of such a decision, the meeting shall be treated as being held where the majority of the Directors are located or, if there is no such majority, where the chairman is located.
- 19.5 The Directors may elect a Chairman of their meetings and determine the period for which the Chairman is to hold office but, if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
- 19.6 A meeting of the Directors at which a quorum is present, shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Directors generally.
- 19.7 The Directors may delegate any of their powers to committees consisting of such Directors as they think fit, any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. All acts and proceedings of such committees shall be reported fully and promptly as soon as possible to the full body of Directors.
- 19.8 A committee may elect a Chairman of its meetings, if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
- 19.9 A committee may meet and adjourn as it thinks proper.
- 19.10 Questions arising at any meeting shall be determined by a majority of votes of the Members present, and in the case of an equality of votes the Chairman shall have a second or casting vote.
- 19.11 All acts done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
- 19.12 A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.

## 20      **The Secretary**

A Secretary may be appointed by the Directors for such a term, at such a remuneration (if not a Director) and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them

## 21      **Accounts and directors report**

21 1      The Directors shall cause proper books of account to be kept in accordance with the provisions of the Acts with respect to

21 1 1      all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place,

21 1 2      the assets and liabilities of the Company, and

21 1 3      all those matters required by the Acts to be shown in the Accounts of the Company

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions

21 2      The books of account shall be kept at the registered office of the Company, or, subject to the Acts at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors

21 3      The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or books or document of the Company except as conferred by the Acts or authorised by the Directors or by the Company in General Meeting subject nevertheless to Article 6 6

## 22      **Audit**

Auditors shall be appointed and their duties regulated in accordance with the Acts

## 23      **Notices and other communications**

23 1      The company communications provisions (as defined in the 2006 Act) shall also apply to any document or information to be sent or supplied by or to the Company pursuant to these Articles

23 2      The provisions of s 1168 of the 2006 Act (hard copy and electronic form and related expressions) shall apply to the Company as if the words "and the Articles" were inserted after the words "the Companies Acts" in ss 1168(1) and 1168(7)

23 3      Section 1147 of the 2006 Act shall apply to any document or information to be sent or supplied by the Company to its members under the Companies Acts (as defined in the 2006 Act) or pursuant to these Articles as if

23 3 1      in s 1147(2) the words "or by airmail (whether in hard copy or electronic form) to an address outside the United Kingdom" were inserted after the words "in the United Kingdom",

23 3 2      in s 1147(3) the words "48 hours after it was sent" were deleted and replaced with the words "when sent, notwithstanding that the Company may be aware of the failure in delivery of such document or information ",

- 23 3 3 a new s 1147(4)(A) were inserted as follows
- "Where the document or information is sent or supplied by hand (whether in hard copy or electronic form) and the Company is able to show that it was properly addressed and sent at the cost of the Company, it is deemed to have been received by the intended recipient when delivered ",
- 23 3 4 a new s 1147(4)(B) were inserted as follows
- "Where the document or information is sent or supplied by any other means authorised in writing by the intended recipient, it is deemed to have been received by the intended recipient when the Company has carried out the action it has been authorised to take for that purpose", and
- 23 3 5 s 1147(5) were deleted
- 23 4 Proof that a document or information sent by electronic means was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the document or information was properly addressed as required by s 1147(3) of the 2006 Act and that the document or information was sent or supplied
- 23 5 Notice of every General Meeting shall be given in any manner hereinbefore authorised to
- 23 5 1 every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notice to them, and
- 23 5 2 the auditor for the time being of the Company
- No other person shall be entitled to receive notices of General Meetings
- 24 Indemnities, insurance and funding of defence proceedings**
- 24 1 This Article 24 shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the 2006 Act It does not allow for or provide (to any extent) an indemnity which is more extensive than is permitted by the Act and any such indemnity is limited accordingly This Article 24 is also without prejudice to any indemnity to which any person may otherwise be entitled
- 24 2 The Company
- 24 2 1 shall indemnify every person who is a Director, and shall keep indemnified each such person after he ceases to hold office, and
- 24 2 2 may indemnify any other person who is an officer (other than an auditor) of the Company,
- in each case out of the assets of the Company from and against any loss, liability or expense suffered or incurred by him or them in relation to the Company by reason of his being or having been a Director or other officer of the Company
- 24 3 The Directors may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a Director or other officer (other than an auditor) of the Company or of any associated company (as defined in s 256 of the 2006 Act) of the Company or a trustee of any pension fund or employee benefits trust for the benefit of any employee of the Company
- 24 4 The Directors may, subject to the provisions of the 2006 Act, exercise the powers conferred on them by ss 205 and 206 of the 2006 Act to

- 24 4 1 provide funds to meet expenditure incurred or to be incurred in defending any proceedings, investigation or action referred to in those sections or in connection with an application for relief referred to in s 205 of the 2006 Act, or
- 24 4 2 take any action to enable such expenditure not to be incurred