

Company number 03192786

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN SPECIAL RESOLUTION**

**Of**

**BAR CONVENT ENTERPRISES LIMITED**  
(Company)

**CIRCULATED ON:** 28<sup>th</sup> November 2019 (the "Circulation Date")

Under Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as special resolutions (the "Resolutions").

**SPECIAL RESOLUTION**

THAT with effect from either 00:01 on 1 December 2019, or an alternative date (not to fall after 1 January 2020) to be specified by the directors of the Company:

- (1) That the Articles of Association of the Company be amended by deleting all the provisions of the Company's Memorandum of Association which, by virtue of Section 28 of the Companies Act 2006, are to be treated as provisions of the Company's Articles of Association
- (2) That the attached Articles of Association be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association.

**AGREEMENT**

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

The undersigned, persons entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions:

**Executed by THE BAR CONVENT TRUST**  
acting by two directors:

..... SARA CHAPMAN .....

Name of director

..... Sara Chapman. .....

Signature of director

..... FRANCIS BEDE LEACH .....

Name of director

..... Leach OSB .....

Signature of director

8757574 1



## NOTES

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this document, where indicated above, and returning the signed version, either by hand or by post to:

Mr James Foster  
General Manager  
The Bar Convent  
Blossom Street  
York  
North Yorkshire  
YO24 1AQ

You may not return the Resolutions to the Company by any other method.

If you do not agree to the Resolutions, 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 Resolutions, you may not revoke your agreement.

3. Unless by 25<sup>th</sup> December 2019 sufficient agreement is received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.

**The Companies Act 2006**  
**Private Company Limited by Shares**

**Articles of Association**  
**of**  
**BAR CONVENT ENTERPRISES LIMITED**

**Company number: 03192786**

*Incorporated on 30<sup>th</sup> April 1996, as amended by special  
resolutions dated 21<sup>st</sup> June 1996 and 28<sup>th</sup> November 2019*



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**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**BAR CONVENT ENTERPRISES LIMITED**  
**(the "Company")**

**1 Interpretation**

1.1 The model articles of association for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Company.

1.2 In these Articles:

<b>"address"</b>	in relation to electronic form includes any number or address used for the purpose of communications in such form;
<b>"Articles"</b>	means the articles of association of the Company for the time being in force;
<b>"Charity"</b>	means the "Congregation of Jesus Trustee" a company limited by guarantee registered in England and Wales under number 8668810 whose registered office is at 17 Blossom Street, York, YO24 1AQ, being and acting solely as the present trustee of the "Congregation of Jesus Charitable Trust", registered charity number 298970, or any other charitable body which such charity notifies in writing to the Company has succeeded to its charitable purposes;
<b>"Charity Trustee"</b>	means a person who is a director of the Charity;
<b>"Companies Acts"</b>	has the meaning given to it in section 2 of the Companies Act 2006;
<b>"Conflict"</b>	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;
<b>"director"</b>	means a director of the Company and includes any person occupying the position of director, by whatever name called and "directors" shall be construed accordingly;
<b>"electronic form"</b>	has the meaning given to it in section 1168 of the Companies Act 2006,
<b>"Eligible Director"</b>	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of a particular matter);
<b>"member"</b>	in relation to shares means the person whose name is entered in the register of members of the Company as the holder of the shares.

1.1 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meanings as in the Companies Acts but excluding any statutory modification not in force on the date the Articles were adopted by the Company.

- 1.2 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.3 A reference in these Articles to a numbered article is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1.4 Unless expressly provided otherwise in these Articles, a reference to a statute or statutory instrument is a reference to it as it is in force from time to time, taking account of:
- (a) Any subordinate legislation made under it, whether before or after the date of adoption of these Articles; and
  - (b) Any amendment or re-enactment, whether before or after the date of adoption of these Articles and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

## **2 Object**

The object of the Company is to carry on business as a general commercial company.

## **3 Sole Member**

The Charity shall be the sole member of the Company.

## **4 Liability of the member**

The liability of the member is limited to the amount, if any, unpaid on the shares held by it.

## **5 Shares**

- 5.1 The capital of the Company is £100 divided into 100 Ordinary Shares of £1.00 each.
- 5.2 Subject to the provisions of the Companies Acts and these Articles, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine.
- 5.3 The directors shall not exercise any power of the Company to allot shares or other securities in, or to grant rights to subscribe for, or convert into shares or other securities of, the Company without the prior written consent of the Charity. Without limitation the powers of the directors under section 550 of the Companies Acts are limited accordingly.
- 5.4 No shares shall be transferred except with the prior written consent of the Charity who may in its absolute discretion and without giving any reason require the directors to decline to register any transfer of any share.
- 5.5 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

## **6 Charity's Authorised Representative**

Such person as is from time to time notified to the Company in writing by the Charity shall be the duly authorised representative of the Charity ("**Charity's Authorised Representative**").

## **7 Meetings and Company Resolutions**

- 7.1 Decisions of the member can be made:
- (a) by the Charity's Authorised Representative notifying a decision the Charity has made to the Company in writing within 14 days of the date of the decision;
  - (b) by passing a written resolution in accordance with the provisions of the Companies Act 2006 which is signed by the Charity's Authorised Representative as sole member, or
  - (c) by passing a resolution at a members' meeting convened and held in accordance with the provisions of the Companies Act 2006.

- 7.2 Communications in relation to written resolutions shall be sent to the Company's auditors in accordance with the Companies Acts.

## **8 Directors' Powers**

- 8.1 Subject to article 8.2, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.
- 8.2 All of the powers of the directors (or any of them) shall be restricted in such respects, to such extent and for such duration as the Charity may from time to time by notice in writing to the Company prescribe.
- 8.3 No alteration of the Articles and no direction made under article 8.2 shall invalidate anything which the directors have done prior to the alteration or such direction.

## **9 Delegation of Directors' Powers**

- 9.1 The directors may delegate any of the powers which are conferred on them under the articles;
- (a) to any person;
  - (b) to any committee that includes one or more directors;
  - (c) to any managing director or any director holding any other executive office;
- by such means (including by power of attorney), to such an extent, in relation to such matters and on such terms and conditions, providing they include a framework for appropriate supervision by the directors, as they think fit.
- 9.2 The directors may revoke any delegation made under article 9.1 in whole or part, or alter its terms and conditions.
- 9.3 Committees to which the directors delegate any of their powers under article 9.1(b) 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.

## **10 Number of directors**

Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum but shall be at least three.

## **11 Appointment and Removal of Directors**

- 11.1 The Charity may at any time and from time to time by notice in writing to the Company, signed by the Charity's Authorised Representative, appoint one or more persons to be a director or directors of the Company and to remove any director or directors from office (whether or not appointed pursuant to this article 11.1).
- 11.2 A person ceases to be a director as soon as.
- (a) That person ceases to be a director by virtue of any provisions of the Companies Acts 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) Notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;

- (f) Notification of the director's removal is received by the Company from the Charity pursuant to article 11.1.

## **12 Remuneration of Directors**

The directors shall be entitled to such remuneration as the Company may by ordinary resolution determine, provided that any remuneration of a director who is also a Charity Trustee must be permitted in accordance with the Charity's constitution or the Charities Act 2011.

## **13 Directors' Expenses**

The Company may pay any reasonable travel, accommodation and other expenses which the directors properly incur in connection with their attendance at meetings of directors or committees of directors, general meetings or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **14 Proceedings of Directors**

Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit.

## **15 Directors' meetings**

- 15.1 Any director may call a directors' meeting by giving at least five days' notice of the meeting to the other directors, except in the case of an emergency where one days' notice shall be sufficient.

- (a) Notice of any directors' meeting must indicate.
- (i) its proposed date and time,
  - (ii) where it is to take place; and
  - (iii) 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.
- (b) Notice of a directors' meeting must be given to each director, but need not be in writing.

- 15.2 The quorum for a directors' meeting may be fixed from time to time by a decision of the Charity but unless so fixed at any other number shall.

- (a) subject to article (b) be two Eligible Directors,
- (b) for the purposes of any meeting (or part of a meeting) held pursuant to article 17 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (as defined in article 17.1), the quorum for such a meeting (or part of a meeting) shall be one Eligible Director

- 15.3 The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number but if the total number of directors for the time being is less than the quorum required the continuing directors or a sole continuing director may act only for the purpose of requesting the Charity to appoint further directors.

- 15.4 The Charity may at any time and from time to time by notice in writing to the Company, signed by the Charity's Authorised Representative appoint:

- (a) a director to chair the directors' meetings (the "**Chairperson**"); and
- (b) a director to chair the directors' meetings, in the absence of the Chairperson as laid out below, (the "**Deputy Chairperson**");

and may terminate the Chairperson's and the Deputy Chairperson's appointment at any time

If the Chairperson is not participating in a directors' meeting within ten minutes of the time at which it was to start, or is unwilling to chair the meeting, then the Deputy Chairperson shall chair the meeting [if the Deputy Chairperson is not participating in a directors' meeting within ten minutes of the time at which it was to start, or is unwilling to chair the meeting, then the such other director as the Chairperson shall decide shall chair the directors' meeting].

- 15.5 Questions arising at a directors' meeting shall be decided by a majority decision. In the case of an equality of votes the Chairperson shall have a second or casting vote, but this does not apply if, in accordance with the articles, the Chairperson is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 15.6 A resolution in writing signed by all the directors entitled to receive notice of a meeting of the directors or of a committee of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of the directors duly convened and held and may consist of several documents in the like form each signed by one or more directors. The date of a written resolution of the directors shall be the date on which the last director signs it.
- 15.7 The directors may take unanimous decisions without holding a directors' meeting by indicating to each other by other means, including without limitation by electronic form, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each director or to which each director has otherwise indicated agreement in writing
- 15.8 All acts done by a directors' meeting or of a committee of the directors or by a person acting as a director shall notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office or had vacated office or were not entitled to vote be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 15.9 The directors may hold meetings by telephone or video conference or such other suitable means as they think fit provided all participants may communicate to the others any information or opinions they have on any particular item of business of the meeting. In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other. 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.

## **16 Transactions or other arrangements with the Company**

- 16.1 Subject to article 16.2 if a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is in any way, directly or indirectly, interested, that director is not to be counted as participating in the decision making process for quorum, voting or agreement purposes.
- 16.2 A director who is in any way, directly or indirectly, interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process and is entitled to vote on or agree to a proposal relating to it if he has declared the nature and extent of his interest in accordance with the requirements of the Companies Act and either:
- (a) the Company by ordinary resolution resolves that article 16.1 shall not apply;
  - (b) the director's interest cannot reasonably be regarded as likely to give rise to a Conflict; or



- (c) the director's interest arises solely from him being a Charity Trustee of or employed by or otherwise involved with the Charity,

and in such case subject, where applicable to any terms and conditions as may be imposed by the directors, the director:

- (a) may be a party to, or otherwise interested in, the transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall not be accountable to the Company for any benefit which he (or a person connected with him (as defined by section 252 of the Companies Act 2006) derives from any such transaction or arrangement, and
- (c) 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 Companies Act 2006.

## **17 Directors' Conflicts of Interest**

17.1 The directors may, in accordance with the requirements set out in this article 17, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest.

17.2 Any authorisation under this article 17 will be effective only if:

- (a) to the extent permitted by the Companies Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) 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.

17.3 Any authorisation of a Conflict under this article 17 may (whether at the time of giving the authorisation or subsequently) impose on the Interested Director such conditions or limitations, or be granted subject to such terms, as the directors may think fit for the purposes of dealing with the Conflict and the Interested Director will be obliged to conduct himself in accordance with any such terms and conditions.

17.4 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, before such revocation or variation, in accordance with the terms of such authorisation.

17.5 A director may be a director or other officer of, or employed by, or otherwise involved with the Charity or any body corporate promoted by the Company or in which the Company is otherwise interested provided that no director who is also a Charity Trustee shall be remunerated or receive other benefits in respect of such employment or office unless permitted in accordance with the Charity's constitution or the Charities Act 2011 and no further authorisation under article 17.1 shall be necessary in respect of any such interest.

17.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit that he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles, by the Company or by these Articles (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.

## **18 Minutes**

18.1 Subject to article 18.2, the directors shall cause minutes to be made in writing kept for at least 10 years from the date of the decision recorded of:

- (a) all appointments of officers made by the directors and appointments of directors made by the Charity;
- (b) all proceedings at meetings of the Company and of the directors and of committees of directors including the names of the directors present at each such meeting;
- (c) all written resolutions of the member; and
- (d) every unanimous or majority or written decision taken by the directors and committees of the directors.

18.2 Where decisions are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the directors to retain a copy of such decisions.

## **19 Accounts**

Accounts shall be prepared in accordance with the Companies Acts.

## **20 Means of communication to be used**

20.1 Subject to article 20.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- (a) if delivered by hand; or
- (b) if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the third day after posting, or
- (c) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
- (d) 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; and
- (e) if deemed receipt under the previous paragraphs of this article 20.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt.

20.2 To prove service, it is sufficient to prove that:

- (a) if delivered by hand the notice was handed personally to the Charity's authorised representative; or
- (b) if sent by post the envelope containing the notice was properly addressed to the address shown in the Company's register of members, paid for and posted, or
- (c) if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient

## **21 Indemnity**

21.1 For the purposes of this article 21 a "**Liability**" is any costs, charges, losses, expenses and/or liabilities incurred by a director in connection with any negligence, default, breach of duty or

breach of trust by him or her in relation to the Company or otherwise in connection with his or her duties, powers or office.

21.2 Subject to the Companies Acts and without prejudice to any protection from liability which may otherwise apply:

- (a) the directors shall have power to purchase and maintain insurance, at the expense of the Company, against any Liability;
- (b) each director shall be indemnified out of the Company's assets against any Liability incurred by him in defending any civil or criminal proceedings, or regulatory investigation or action, 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 director, relief from any Liability; and
- (c) the Company may provide any director with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings, investigation, action or application referred to in sub-article (b) and otherwise may take any action to enable any such director to avoid incurring such expenditure.

## **22 Winding Up**

If the Company is wound up all remaining assets of the Company after paying the debts of the Company and the costs of winding up shall be paid or transferred to the Charity.

**The Companies Act 2006**  
**Private Company Limited by Shares**

**Articles of Association**  
**of**  
**BAR CONVENT ENTERPRISES LIMITED**

**Company number: 03192786**

*Incorporated on 30<sup>th</sup> April 1996, as amended by special  
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**1 Interpretation**

1.1 The model articles of association for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Company.

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**"Charity Trustee"** means a person who is a director of the Charity;

**"Companies Acts"** has the meaning given to it in section 2 of the Companies Act 2006;

**"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;

**"director"** means a director of the Company and includes any person occupying the position of director, by whatever name called and "directors" shall be construed accordingly;

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

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The object of the Company is to carry on business as a general commercial company.

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- 5.3 The directors shall not exercise any power of the Company to allot shares or other securities in, or to grant rights to subscribe for, or convert into shares or other securities of, the Company without the prior written consent of the Charity. Without limitation the powers of the directors under section 550 of the Companies Acts are limited accordingly.
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Such person as is from time to time notified to the Company in writing by the Charity shall be the duly authorised representative of the Charity ("**Charity's Authorised Representative**").

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  - (ii) where it is to take place; and
  - (iii) 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.
- (b) Notice of a directors' meeting must be given to each director, but need not be in writing.

- 15.2 The quorum for a directors' meeting may be fixed from time to time by a decision of the Charity but unless so fixed at any other number shall:

- (a) subject to article (b) be two Eligible Directors,
- (b) for the purposes of any meeting (or part of a meeting) held pursuant to article 17 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (as defined in article 17.1), the quorum for such a meeting (or part of a meeting) shall be one Eligible Director.

- 15.3 The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number but if the total number of directors for the time being is less than the quorum required the continuing directors or a sole continuing director may act only for the purpose of requesting the Charity to appoint further directors.

- 15.4 The Charity may at any time and from time to time by notice in writing to the Company, signed by the Charity's Authorised Representative appoint:

- (a) a director to chair the directors' meetings (the "**Chairperson**"); and
- (b) a director to chair the directors' meetings, in the absence of the Chairperson as laid out below, (the "**Deputy Chairperson**");



and may terminate the Chairperson's and the Deputy Chairperson's appointment at any time.

If the Chairperson is not participating in a directors' meeting within ten minutes of the time at which it was to start, or is unwilling to chair the meeting, then the Deputy Chairperson shall chair the meeting [if the Deputy Chairperson is not participating in a directors' meeting within ten minutes of the time at which it was to start, or is unwilling to chair the meeting, then the such other director as the Chairperson shall decide shall chair the directors' meeting].

- 15.5 Questions arising at a directors' meeting shall be decided by a majority decision. In the case of an equality of votes the Chairperson shall have a second or casting vote, but this does not apply if, in accordance with the articles, the Chairperson is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 15.6 A resolution in writing signed by all the directors entitled to receive notice of a meeting of the directors or of a committee of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of the directors duly convened and held and may consist of several documents in the like form each signed by one or more directors. The date of a written resolution of the directors shall be the date on which the last director signs it.
- 15.7 The directors may take unanimous decisions without holding a directors' meeting by indicating to each other by other means, including without limitation by electronic form, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each director or to which each director has otherwise indicated agreement in writing.
- 15.8 All acts done by a directors' meeting or of a committee of the directors or by a person acting as a director shall notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office or had vacated office or were not entitled to vote be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 15.9 The directors may hold meetings by telephone or video conference or such other suitable means as they think fit provided all participants may communicate to the others any information or opinions they have on any particular item of business of the meeting. In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other. 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.

## **16 Transactions or other arrangements with the Company**

- 16.1 Subject to article 16.2 if a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is in any way, directly or indirectly, interested, that director is not to be counted as participating in the decision making process for quorum, voting or agreement purposes.
- 16.2 A director who is in any way, directly or indirectly, interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process and is entitled to vote on or agree to a proposal relating to it if he has declared the nature and extent of his interest in accordance with the requirements of the Companies Act and either:
  - (a) the Company by ordinary resolution resolves that article 16.1 shall not apply;
  - (b) the director's interest cannot reasonably be regarded as likely to give rise to a Conflict; or

- (c) the director's interest arises solely from him being a Charity Trustee of or employed by or otherwise involved with the Charity;

and in such case subject, where applicable to any terms and conditions as may be imposed by the directors, the director:

- (a) may be a party to, or otherwise interested in, the transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall not be accountable to the Company for any benefit which he (or a person connected with him (as defined by section 252 of the Companies Act 2006) derives from any such transaction or arrangement; and
- (c) 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 Companies Act 2006.

## **17 Directors' Conflicts of Interest**

- 17.1 The directors may, in accordance with the requirements set out in this article 17, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest.
- 17.2 Any authorisation under this article 17 will be effective only if:
  - (a) to the extent permitted by the Companies Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
  - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
  - (c) 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.
- 17.3 Any authorisation of a Conflict under this article 17 may (whether at the time of giving the authorisation or subsequently) impose on the Interested Director such conditions or limitations, or be granted subject to such terms, as the directors may think fit for the purposes of dealing with the Conflict and the Interested Director will be obliged to conduct himself in accordance with any such terms and conditions.
- 17.4 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, before such revocation or variation, in accordance with the terms of such authorisation.
- 17.5 A director may be a director or other officer of, or employed by, or otherwise involved with the Charity or any body corporate promoted by the Company or in which the Company is otherwise interested provided that no director who is also a Charity Trustee shall be remunerated or receive other benefits in respect of such employment or office unless permitted in accordance with the Charity's constitution or the Charities Act 2011 and no further authorisation under article 17.1 shall be necessary in respect of any such interest.
- 17.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit that he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles, by the Company or by these Articles (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.

## **18 Minutes**

18.1 Subject to article 18.2, the directors shall cause minutes to be made in writing kept for at least 10 years from the date of the decision recorded of:

- (a) all appointments of officers made by the directors and appointments of directors made by the Charity;
- (b) all proceedings at meetings of the Company and of the directors and of committees of directors including the names of the directors present at each such meeting;
- (c) all written resolutions of the member; and
- (d) every unanimous or majority or written decision taken by the directors and committees of the directors.

18.2 Where decisions are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the directors to retain a copy of such decisions.

## **19 Accounts**

Accounts shall be prepared in accordance with the Companies Acts.

## **20 Means of communication to be used**

20.1 Subject to article 20.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- (a) if delivered by hand; or
- (b) if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the third day after posting; or
- (c) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
- (d) 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; and
- (e) if deemed receipt under the previous paragraphs of this article 20.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt.

20.2 To prove service, it is sufficient to prove that:

- (a) if delivered by hand the notice was handed personally to the Charity's authorised representative; or
- (b) if sent by post the envelope containing the notice was properly addressed to the address shown in the Company's register of members, paid for and posted; or
- (c) if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

## **21 Indemnity**

21.1 For the purposes of this article 21 a "**Liability**" is any costs, charges, losses, expenses and/or liabilities incurred by a director in connection with any negligence, default, breach of duty or

breach of trust by him or her in relation to the Company or otherwise in connection with his or her duties, powers or office.

21.2 Subject to the Companies Acts and without prejudice to any protection from liability which may otherwise apply:

- (a) the directors shall have power to purchase and maintain insurance, at the expense of the Company, against any Liability;
- (b) each director shall be indemnified out of the Company's assets against any Liability incurred by him in defending any civil or criminal proceedings, or regulatory investigation or action, 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 director, relief from any Liability; and
- (c) the Company may provide any director with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings, investigation, action or application referred to in sub-article (b) and otherwise may take any action to enable any such director to avoid incurring such expenditure.

## **22 Winding Up**

If the Company is wound up all remaining assets of the Company after paying the debts of the Company and the costs of winding up shall be paid or transferred to the Charity.