

**The Companies Acts 2006**  
**Company Limited by Guarantee**  
**Articles of Association**  
**of**  
**KINGSTON FIRST LTD**

**1 DEFINED TERMS**

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

the **Articles** means the articles of the company

the **Board** means the Board of Directors of the company acting collectively

the **BID** means the Kingston First BID

the **BID Area** means the Kingston First BID area

the **BID Levy** means the charge to be levied and collected against non domestic ratepayers within the area of the BID

the **BID Members** means those members of the company who are non-domestic ratepayers responsible for paying the BID Levy

the **BID Proposal** means the plan voted for by the BID Members which sets out the objectives of the BID

**Chairman** has the meaning given in article 40

**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

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

**Electronic Form** has the meaning given in section 1168 of the Companies Act 2006

**Executed** includes any mode of execution of a deed or document

**Local Authority Representative** means an individual representing the Royal Borough of Kingston upon Thames

**Office** means the registered office of the company

**Ordinary Resolution** has the meaning given in section 282 of the Companies Act 2006

**Proxy Notice** has the meaning given in article 89

the **Regulations** means the Business Improvement Districts (England) Regulations 2004 (as may be amended from time to time)

the **Seal** means the common seal of the company

**Secretary** means the secretary of the company or 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 Companies Act 2006

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

the **Voluntary Members** means those members of the company who make Voluntary Contributions to the company for the purposes of securing or procuring the objectives of the BID Proposal and the objectives of the company

the **Voluntary Membership Agreement** means an Agreement to be entered into between a Voluntary Member and the company which sets out the basis of membership of the company and sets out the basis upon which voluntary payments shall be made

**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

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the company.

## **GENERAL**

- 2 The name of the Company is Kingston First Ltd
- 3 The registered office of the Company shall be situated in England
- 4 The objects for which the Company is established are:
  - (a) To secure or procure the objectives and aspirations set out in the Company's BID Proposals,
  - (b) To provide, promote, facilitate or advance the BID Area as a better place to invest work, do business, visit and live;
  - (c) To promote or advance directly or indirectly the regeneration and economic well-being of the BID Area;
  - (d) To improve, directly or indirectly, environmental standards, reduce crime, increase investment, enhance investment performance,
  - (e) To promote schemes to improve the environmental quality of the BID Area;
  - (f) To support redevelopment of property so as to enhance the built environment and where appropriate to preserve, repair and maintain (directly or indirectly) for the benefit of the

general public buildings of historical, architectural, community or constructional interest in the BID Area;

(g) To support the conservation, protection and improvement (where appropriate) of the physical and natural environment in the BID Area;

(h) To procure, promote or carry out any form of entertainment in the BID Area;

In furtherance of the foregoing objects but not further or otherwise the Company shall have the following powers.

(i) To carry out any act which is within, conducive to or facilitated by Part 4 of the Local Government Act 2003 (as may be amended) or such regulations regulating the operation of BIDs as may be prescribed by the Secretary of State

(ii) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the furtherance of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.

(iii) To sell, let, sublet, lease, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient and to accept surrenders of leases and tenancies and to make allowances to and arrangements with tenants, as may be deemed expedient in the interests of the Company.

(iv) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company, and to hold and administer any property or funds subject to any such trust

(v) Subject to such consents as may be required by law, to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit.

(vi) To raise funds and invite and receive contributions from any person or persons whatever by way of subscription, donation, grant or otherwise.

(vii) To invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities and property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.

(viii) Either alone or jointly with any person or body of persons to promote or approve any Act of Parliament, Royal Charter or other measure with a view to the attainment of the objects of the Company, or any of them, and to oppose any Bills, proceedings or applications which seem calculated to prejudice the attainment of the objects of the Company, or any of them, and for all or any of the purposes aforesaid to petition Parliament, to promote deputations and generally to take such steps and proceedings as may be deemed expedient

(ix) To produce, edit, print, publish, sell, hire or otherwise deal in journals, newspapers, magazines, periodicals, brochures, pamphlets and other literature, and to disseminate by means of cinema and other exhibitions, television or radio broadcasting or otherwise information of such matters as appertain and relate and are ancillary to the carrying out of the Company's business or that may in any way further the objects of the Company, and to establish, support, or cooperate with any other charitable organisation whose aim is to publicise or promote the Company in a manner approved by the Company.

(x) To take any gift of property, whether subject to any special trust or not, for any of the objects of the Company, and to take steps by personal or written appeals, public meetings,

exhibitions, displays, competitions, or otherwise (save by commercial activities), as may from time to time be deemed expedient for procuring contributions, donations and annual or other subscriptions to the funds of the Company.

(xi) To establish and/or support or aid any establishment and any charitable association or institution and to subscribe and guarantee money or covenant money for charitable purposes in any way connected with the purposes of the Company.

(xii) To affiliate or cooperate with any other organisation in the United Kingdom, Europe, or elsewhere, having objects similar to those of the Company, with a view to furthering the objects of the Company, and to amalgamate with any charitable company having objects similar to those of the Company

(xiii) To make such rules and regulations for the management and administration of the Company and for matters connected therewith as the Company in its discretion think fit and from time to time to so add amend vary revoke or replace any such rules and regulations but so that nothing in this sub clause shall be deemed to authorise any application of any part of the investments and property held by or on behalf of the Company or the income thereof.

(xiv) To appoint and constitute such committees, boards or bodies (whether advisory or not) as the Company may consider desirable for the better management and administration of the Company and to make amend vary revoke and replace rules and regulations for the purpose of defining their functions powers and organisation and also (if the Company shall think fit) to pay an honorarium or fee or salary to and defray expenses incurred by any member of such committee board or body appointed as aforesaid.

(xv) To apply for and take out, purchase or otherwise acquire, any patents, patent rights, brevets d'invention, inventions, licences, conversions, trademarks, or secret processes, which may further the objects of the Company, and to grant licences to use the same.

(xvi) To cause the Company to be registered or otherwise incorporated in accordance with the laws of any foreign country where the Company's work is or is to be carried on.

(xvii) To pay all or any expenses incurred in connection with the promotion and incorporation of the Company, and to remunerate any person, firms or company rendering services to the Company, either by cash payment or otherwise.

(xviii) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

(xix) To cooperate or join with any other body or statutory authority in furtherance of the Company's objects or otherwise similar or allied purposes and to exchange information, advice and undertake joint ventures for the purpose of better effectuating the objects of the Company.

(xx) To insure and arrange insurance cover for and to indemnify its Company Members, officers, employees, servants and voluntary workers from and against all such risks incurred in the proper performance of their duties as may be thought fit.

## **LIABILITY OF MEMBERS**

5 The Liability of each Members is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:

(a) Payment of the Company's debts and liabilities contracted before he ceases to be a Member,

- (b) Payment of the costs, charges and expenses of winding up, and adjustments of the rights of the contributories among themselves

## **MEMBERSHIP**

- 6 Membership of the company shall be determined as follows:

**BID Members** – prior to membership such members shall be required to provide written confirmation to the company confirming that they wish to be admitted as a member of the company whereupon they shall be formally admitted as BID Members

and

**Voluntary Members** – prior to membership such members shall be required to submit an application for membership to the Board in such form as the directors shall require. Such group or person shall not be admitted as a Voluntary Member unless first approved by the directors. Voluntary Members shall be required to enter into a Voluntary Membership Agreement as a condition of membership.

- 7 A member shall be removed as a member of the company by the passing of a resolution by 75% (seventy-five per cent) or more of the members at a general meeting (approving a member's removal) by those members entitled to vote at a general meeting if:

a complaint in writing ("Complaint") shall have been sent to the Members about conduct detrimental to the interests of the company not less than 28 (twenty-eight) days before and excluding the date of the said general meeting,

the Complaint shall have contained details of the conduct complained of;

the Member the subject of the Complaint shall have been given the opportunity to answer the Complaint and justify why their company membership should not be terminated, and

at the said general meeting Members shall have considered evidence which shall have supported the Complaint and any evidence presented by the Members who is the subject of the complaint.

- 8 Any corporate body, partnership, Strategic Agency, Local Authority or unincorporated association admitted as a member of the company shall nominate an individual to act as a representative of such body in respect of the company from time to time and shall exercise all rights as a member provided that where such a body acts through a representative such body shall first deposit a letter of appointment of authority with the company before such representatives shall have authority to act in respect of the company
- 9 At no time shall Local Authority Representatives be permitted to be a member or director of the company where the total number of members or directors made up of Local Authority Representatives will account for 20% (twenty per cent) or more of the overall number of members for the company so as to ensure that the company shall not be under the control of a Local Authority and/or regulated, or subject to the influence of a Local Authority.
- 10 A Member may at any time withdraw from the company by giving at least 28 (twenty eight) Clear Days' notice to the company provided that if such notice is served by a BID Member then it will only be effective on the basis that the BID Member is moving from its premises located within the BID Area to premises outside the BID Area or that there is a change in personnel within the business. Membership shall not be transferable.

## **MEMBERS' RESERVE POWERS**

- 11 The Members may, by Special Resolution, direct the Directors to take an action which is in the best interests of the Company or refrain from taking, a specified action that may put the interest of the Company in jeopardy
- 12 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution

#### **DIRECTORS MAY DELEGATE**

- 13 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
  - (a) To such person or committee;
  - (b) By such means (including by power of attorney);
  - (c) To such an extent;
  - (d) In relation to such matters or territories; and
  - (e) On such terms and conditionsas they think.
- 14 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 15 The Directors may revoke any delegation in whole or part or alter its terms and conditions

#### **COMMITTEES**

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

#### **NUMBER OF DIRECTORS**

- 18 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall be not less than 5 (five).

#### **ALTERNATE DIRECTORS**

- 19 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him. An alternate director must have the appropriate skills and expertise for the purpose.
- 20 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate director. But it

shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.

- 21 An alternate director shall cease to be an alternate director if his appointor ceases to be a director, but, if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment
- 22 Any appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment or in any other manner approved by the directors.
- 23 Save as otherwise provided in the Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him

#### **DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 24 Any decision of the Directors must be either a majority decision at a meeting of Directors or a decision taken in accordance with article 25.

#### **UNANIMOUS DECISIONS**

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

#### **CALLING A DIRECTORS' MEETING**

- 29 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- 30 Notice of any Directors' meeting must indicate:
  - (a) Its proposed date and time;
  - (b) Where it is to take place;
  - (c) If it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 31 Notice of a Directors' meeting must be given to each Director but need not be in writing.
- 32 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is to be held. Where such notice is given after that meeting has

been held, that does not affect the validity of the meeting, or of any business conducted within it

#### **PARTICIPATION IN DIRECTORS' MEETINGS**

- 33 Subject to the Articles, Directors Participate in a Directors' meeting, or part of a Directors' meeting, when:
- (a) The meeting has been called and takes place in accordance with the Articles, and
  - (b) They can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 34 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicated with each other.
- 35 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.

#### **QUORUM FOR DIRECTORS' MEETINGS**

- 36 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 37 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than five and unless otherwise is fixed at five.
- 38 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- (a) To appoint further Directors, or
  - (b) To call a general meeting so as to enable the Members to appoint further Directors
- 39 The number of Directors will be a minimum of five.

#### **CHAIRING OF DIRECTORS' MEETINGS**

- 40 The Directors may appoint a Chairman and deputy Chairman of their meetings.
- 41 The Chairman and Deputy Chairman shall hold office for a period of three years from the date of appointment but shall be eligible for re-appointment
- 42 If the Chairman is not participating in a Directors' meeting within 10 minutes of the time at which it was to start, the deputy Chairman will chair it and, in his absence, the participating Directors must appoint one of themselves to chair it.

#### **CASTING VOTE**

- 43 If the number of votes for and against a proposal are equal, the Chairman, Deputy Chair or other Director chairing the meeting has a casting vote.
- 44 But this does not apply if, in accordance with the Articles, the Chairman, Deputy Chair or other Director is not be counted as participating in the decision making process for quorum or voting purposes.



## **CONFLICTS OF INTEREST**

- 45 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 interested, that Director shall declare that interest and it shall be at the discretion of the Board whether that Director is to be counted as participating in the decision-making process for quorum and voting purposes.

## **RECORDS OF DECISIONS TO BE KEPT**

- 46 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors

## **DIRECTORS' DECISION TO MAKE FURTHER RULES**

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

## **APPOINTING DIRECTORS**

- 48 The Board shall consist of the minimum number of directors, fixed at five.
- 49 Local Authority and Strategic Agency Representatives shall also be entitled to sit on the Board as Directors and shall be permitted to vote in accordance with the places allocated
- 50 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director
- (a) By Ordinary Resolution, or
  - (b) By a decision of the Directors.
- 51 In any case where, as a result of death, the Company has no Members and no Directors, the personal representative of the last Member to have died have the right, by notice in writing, to appoint a person to be a Director
- 52 A Director's appointment shall last for three years subject to re-election by the Board.

## **TERMINATION OF DIRECTORS' APPOINTMENT**

- 53 A person ceases to be a Director as soon as:
- (a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
  - (b) a bankruptcy order is made against that person;
  - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
  - (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;

- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) 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;
- (g) that person has been absent without permission of the Directors for more than three consecutive meetings of the Board and the Board resolve that his office be vacated, or
- (h) where the Director is a Levy Payer and he has ceased or failed to pay the relevant amount of the levy due

#### **DIRECTORS' REMUNERATION**

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

55 Directors are not entitled to any remuneration:

- (a) For their services to the Company as Directors, and
- (b) For any other services which they undertake for the Company.

#### **DIRECTORS' EXPENSES**

56 The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of debentures of the company or otherwise in connection with the discharge of their duties.

#### **APPLICATION FOR MEMBERSHIP**

57 No person shall become a Member of the Company unless:

- (a) That application has been completed for Membership in a form approved by the Directors,
- (b) The Directors have approved the application, and
- (c) The levy amount due to the BID has been paid and settled in full for the duration of the membership.

#### **TERMINATION OF MEMBERSHIP**

58 A Member may withdraw from membership of the Company by giving 7 days' notice to the Company in writing. There shall be no entitlement to any refund of fees already paid for the year.

59 Membership is not transferable.

60 A Person's membership terminates when that Person dies or ceases to exist.

61 A Person's membership terminates when that Member is in arrears of the membership fee for a period exceeding six months from the date of the invoice without the agreement of the Directors

#### **ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 62 Any person is able to exercise the right to speak at a Meeting when that person is in a position to communicate to all those attending the Meeting, during the Meeting, any information or opinions which that person has on the business of the Meeting.
- 63 All members are able to exercise the right to vote at a Meeting when.
- (a) that person is able to vote, during the Meeting, on resolutions put to the vote at the Meeting, and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the Meeting.
- 64 The Directors may make whatever arrangements they consider appropriate to enable those attending a Meeting to exercise their rights to speak or vote at it.
- 65 In determining attendance at a Meeting, it is immaterial whether any two or more Members attending it are in the same place as each other
- 66 Two or more persons who are not in the same place as each other attend a Meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that Meeting, they are (or would be) able to exercise them

#### **QUORUM FOR GENERAL MEETINGS**

- 67 No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 68 The quorum for general meeting shall be a minimum of (7) seven members.

#### **CHAIRING GENERAL MEETINGS**

- 69 If the Directors have appointed a chairman, the chairman shall chair Meetings if present and willing to do so
- 70 If the Directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the Directors present, or
  - (b) (if no directors are present), the meeting, must appoint a Director or Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting
- 71 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

#### **ATTENDING AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

- 72 Directors may attend and speak at Meetings.
- 73 The chairman of the meeting may permit other persons who are not Members of the Company to attend and speak at a Meeting.

## **ADJOURNMENT**

- 74 If the persons attending a Meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a Meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 75 The chairman of the meeting may adjourn a Meeting at which a quorum is present if:
- (a) the Meeting consents to an adjournment, or
  - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the Meeting or ensure that the business of the Meeting is conducted in an orderly manner.
- 76 The chairman of the meeting must adjourn a Meeting if directed to do so by the Meeting.
- 77 When adjourning a Meeting, the chairman of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the Meeting.
- 78 If the continuation of an adjourned Meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Company's Meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain.
- 79 No business may be transacted at an adjourned Meeting which could not properly have been transacted at the Meeting if the adjournment had not taken place.

## **VOTING - GENERAL**

- 80 A resolution put to the vote of a Meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 81 On a show of hands every Member shall have one vote.

## **ERRORS AND DISPUTES**

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

## **POLL VOTES**

- 84 A poll on a resolution may be demanded:
- (a) in advance of the Meeting where it is to be put to the vote, or

- (b) at a Meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

85 A poll may be demanded in writing to:

- (a) the chairman of the meeting;
- (b) the Directors,
- (c) twenty-five or more persons having the right to vote on the resolution weighted in accordance with the dual key ballot procedure as used in the BID ballot; or

86 A demand for a poll may be withdrawn if:

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

87 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

#### **CONTENT OF PROXY NOTICES**

88 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

- (a) states the name and address of the Member appointing the proxy;
- (b) identifies the person appointed to be that Member's proxy and the Meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the meeting to which they relate.

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

90 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

91 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the Meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the Meeting to which it relates as well as the Meeting itself.

#### **DELIVERY OF PROXY NOTICES**

92 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a Meeting remains so entitled in respect of that Meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person

- 93 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 94 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the Meeting or adjourned Meeting to which it relates.
- 95 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

#### **AMENDMENTS TO RESOLUTIONS**

- 96 *An ordinary resolution to be proposed at a Meeting may be amended by ordinary resolution if:*
- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the Meeting at which it is to be proposed not less than 48 hours before the Meeting is to take place (or such later time as the chairman of the meeting may determine), and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 97 A special resolution to be proposed at a Meeting may be amended by ordinary resolution, if:
- (a) the chairman of the meeting proposes the amendment at the Meeting at which the resolution is to be proposed, and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 98 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

#### **MEANS OF COMMUNICATION TO BE USED**

- 99 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 100 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 101 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

#### **RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

- 102 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

## **INDEMNITY**

- 103 Subject to article 102, a relevant Director and relevant company secretary (if any) of the Company or an associated company may be indemnified out of the Company's assets against:
- (a) any liability incurred by that Director or relevant company secretary (if any) in connection with any negligence, default, breach of duty or breach of trust in relation to the Company an associated company,
  - (b) any other liability incurred by that Director or relevant company secretary (if any) as an officer of the Company or an associated company.
- 104 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 105 In this article:
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
  - (b) a "relevant Director" means any director or former director of the Company or an associated company
  - (c) a "relevant company secretary" means any company secretary or former company secretary of the Company or an associated company.

## **INSURANCE**

- 106 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director and any relevant company secretary (if any) in respect of any relevant loss.
- 107 In this article:
- (a) a "relevant Director" means any director or former director of the Company or an associated company,
  - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director or relevant company secretary in connection with that director's or company secretary's duties or powers in relation to the Company or any associated company,
  - (c) a "relevant company secretary" means any company secretary or former company secretary of the Company or an associated company, and
  - (d) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## **DISSOLUTION**

- 108 If the Directors decide that it is necessary or advisable to dissolve the Company, it shall call a general meeting of all the Members of the Company, of which not less than 30 days' notice shall be given.
- 109 If the proposal to dissolve the Company is confirmed by  $\frac{3}{4}$  majority of those present and voting, the Directors shall have the power to realise any assets held by or on behalf of the Company

- 110 At the instruction of the Directors, any assets remaining after the satisfaction of any proper debts and liabilities of the Company shall be given or transferred to such other charitable institutions or other institutions that have similar objects of the Company as the Members of the Company may determine at or before the time of dissolution or failing that, it shall be applied for some other charitable purpose

#### **THE SEAL**

- 111 The Seal, if so required, shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a director and by the Secretary or by a second director.