

COMPANY NO. 05763279

THE COMPANIES ACT 2006

COPY RESOLUTIONS

OF THE MEMBERS OF

COMFORT CALL LIMITED

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COMPANIES HOUSE

On 3 March 2010 the following written resolution were passed as by the members of the above-named company

ORDINARY RESOLUTIONS

- 1 Each of the shares of £1 each in the present capital of the Company that have been issued and are registered in the names of

- a Jonathan Lees be converted and into "B" ordinary shares of £1, and
- b Andrew Lees be converted into "C" ordinary shares of £1 each

such shares having the respective rights and being subject to the respective restrictions attaching thereto under the new articles of association of the Company adopted pursuant to Resolution 4 below

- 2 Each of the shares of £1 each in the present capital of the Company that have been unissued be converted -


- a as to the first 33,334 £1 ordinary shares be converted into "A" ordinary shares of £1 each, and
- b as to a further 33,283 £1 ordinary shares be converted into "B" ordinary shares of £1 each, and
- c as to the remaining 33,283 £1 ordinary shares be converted into "C" ordinary shares of £1 each

such shares having the respective rights and being subject to the respective restrictions attaching thereto under the new articles of association of the Company adopted pursuant to Resolution 4 below

- 3 The directors are generally and unconditionally authorised pursuant to section 551 of the Companies Act 2006 to allot and issue up to 50 "A" ordinary shares within three months of the date of this resolution (on the expiration of which this authority shall expire)

SPECIAL RESOLUTIONS

- 4 The articles contained in the Appendix be adopted as the articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association
- 5 The directors be generally empowered to allot up to 50 'A' Ordinary shares in the Company pursuant to the authority conferred by Resolution 3 above, as if -
 - a section 561(1) of the Companies Act 2006 did not apply to such allotment, and
 - b disapplying any pre-emption right in the Company's articles of association

Signed  .

Endeavour Partnership LLP

Solicitors for the above named Company

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

(Adopted by special resolution passed on 3 March 2010)

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

COMFORT CALL LIMITED

(Adopted by special resolution passed on 3 March 2010)

PART 1: INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms

1.1 In the articles, unless the context requires otherwise—

'A Director' means as director appointed by the majority of the holders of A Shares,

'appointor' has the meaning given in article 23.1,

'articles' means the company's articles of association,

'A Shareholder' means Rosemary Jane Adams,

'A Shares' means the £1.00 A ordinary shares in the company,

'B Director' means a director appointed by the majority of the holders of B Shares,

'B Shares' means the £1.00 B ordinary shares in the company,

'business day' means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

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

'call' has the meaning given in article 35.1,

'call notice'	has the meaning given in article 35 1,
'C Director'	means as director appointed by the majority of the holders of C Shares,
'chairman'	has the meaning given in article 12,
'chairman of the meeting'	has the meaning given in article 63,
'company's lien'	has the meaning given in article 33 1,
'Companies Acts'	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company,
'conflict of interest'	has the meaning given in article 15 1,
'C Shares'	means the £1 00 C ordinary shares in the company,
'director'	means a director of the company, and includes any person occupying the position of director, by whatever name called,
'distribution recipient'	has the meaning given in article 53 2,
'document'	includes, unless otherwise specified, any document sent or supplied in electronic form,
'electronic form'	has the meaning given in section 1168 of the Companies Act 2006,
'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 the particular matter),
'fully paid'	in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company,
'hard copy form'	has the meaning given in section 1168 of the Companies Act 2006,
'holder'	in relation to shares means the person whose name is entered in the register of members as the holder of the shares,

'instrument'	means a document in hard copy form,
'interested director'	has the meaning given in article 15 1,
'lien enforcement notice'	has the meaning given in article 34 2,
'ordinary resolution'	has the meaning given in section 282 of the Companies Act 2006,
'paid'	means paid or credited as paid,
'participate'	in relation to a directors' meeting, has the meaning given in article 10,
'proxy notice'	has the meaning given in article 70,
'shareholder'	means a person who is the holder of a share,
'shares'	means shares in the company,
'special resolution'	has the meaning given in section 283 of the Companies Act 2006,
'subsidiary'	has the meaning given in section 1159 of the Companies Act 2006,
'transmittee'	means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law, and
'writing'	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

1 2 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company

1 3 Headings in the articles are used for convenience only and shall not affect the construction or interpretation of the articles

1 4 A reference in the articles to an **"article"** is a reference to the relevant article of the articles unless expressly provided otherwise

1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of

(a) any subordinate legislation from time to time made under it, and

(b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

1 6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

2 Liability of members

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

PART 2: DIRECTORS

Directors' powers and responsibilities

3 Directors' general authority

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company

4 Shareholders' reserve power

4 1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action

4 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

5 Directors may delegate

5 1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles--

(a) to such person or 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 conditions,

as they think fit

5 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

5 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

6 Committees

6 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors

6 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them

Decision-making by directors

7 Directors to take decisions collectively

7 1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8

7 2 Questions arising at any meeting of the directors shall be decided by a majority of votes. The A Director, B Director and the C Director shall have one vote each, save that for so long as -

7 2 1 the A Shareholder holds at least 30% of the equity shares in issue, and

7 2 2 their remains on the board three directors, namely a designated A Director, and a designated B Director and a designated C Director

the A Director shall have two votes

7 3 If--

(a) the company only has one director for the time being, and

(b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making

8 Unanimous decisions

8 1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter

8 2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing

8 3 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

9 Calling a directors' meeting

9 1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by *authorising the company secretary (if any) to give such notice*

9 2 Notice of any directors' meeting must indicate--

- (a) its proposed date and time,
- (b) where it is to take place, and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

9 3 Notice of a directors' meeting must be given to each director, but need not be in writing

9 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

10 Participation in directors' meetings

10 1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when--

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

10 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other

10 3 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

11 Quorum for directors' meetings

- 11 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 11 2 Subject to article 11 3, the quorum for directors' meetings is three eligible directors so long as the company has three or more directors, should the company have two directors the quorum will be two, and should the company have one director the quorum will be one
- 11 3 For the purposes of any meeting (or part of a meeting) held pursuant to article 15 to authorise a director's conflict of interest, if there is only two or only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall (as the case may be) be two or one eligible director
- 11 4 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 shareholders to appoint further directors

12 Chairing of directors' meetings

- 12 1 The directors may appoint a director to chair their meetings
- 12 2 The person so appointed for the time being is known as the chairman
- 12 3 The directors may terminate the chairman's appointment at any time
- 12 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

13 Casting vote

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote

14 Transactions or other arrangements with the company

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006 and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested,

- (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested,
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,
- (d) may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested, and
- (f) shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Companies Act 2006)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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

15 Conflicts of interest

15 1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation 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 (**conflicts of interest**)

15 2 Any authorisation under this article 15 will be effective only if

- (a) 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 the articles,
- (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

15 3 Any authorisation of a conflict of interest under this article 15 may (whether at the time of giving the authorisation or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- (b) provide that the interested director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the conflict of interest,
- (c) provide that the interested director shall or shall not be an eligible director in respect of any future decision of the directors vote in relation to any resolution related to the conflict of interest,
- (d) impose upon the interested director such other terms for the purposes of dealing with the conflict of interest as the directors think fit,
- (e) provide that, where the interested director obtains, or has obtained (through his involvement in the conflict of interest and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence, and
- (f) permit the interested director to absent himself from the discussion of matters relating to the conflict of interest at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters

15.4 Where the directors authorise a conflict of interest, the interested director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the conflict of interest

15.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the interested director, prior to such revocation or variation, in accordance with the terms of such authorisation

15.6 In authorising a conflict of interest the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the conflict of interest otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to

- (a) disclose such information to the directors or to any director or other officer or employee of the company, or
- (b) use or apply any such information in performing his duties as a director

where to do so would amount to a breach of that confidence

15 7 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 which he derives from or in connection with a relationship involving a conflict of interest which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

15 8 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting

15 9 Subject to article 15 10, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive

15 10 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

16 Records of decisions to be kept

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

17 Directors' discretion to make further rules

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

Appointment of directors

18 Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be more than three

19 Methods of appointing directors

19 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director--

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

19 2 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint any person, who is willing to act and is permitted to do so, to be a director

19 3 For the purposes of article 19 2, where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder

20 Termination of director's appointment

A person ceases to be a director as soon as--

- (a) that person ceases to be a director by virtue of any provision of the 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 for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office

21 Directors' remuneration

21 1 Directors may undertake any services for the company that the directors decide

21 2 Directors are entitled to such remuneration as the directors determine--

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

21 3 Subject to the articles, a director's remuneration may--

(a) take any form, and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director

21 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

21 5 Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested

22 **Directors' expenses**

The company may pay any reasonable expenses which the directors (including alternate directors) properly incur in connection with their attendance at--

(a) meetings of directors or committees of directors,

(b) general meetings, or

(c) separate meetings of the holders of any class of shares or of debentures of the company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company

23 **Appointment and removal of alternate directors**

23 1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

(a) exercise that director's powers, and

(b) carry out that director's responsibilities

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

23 2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors

23 3 The notice must

(a) identify the proposed alternate, and

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

24 Rights and responsibilities of alternate directors

24 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

24 2 Except as the articles specify otherwise, alternate directors

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

and, in particular (without limitation), each 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

24 3 A person who is an alternate director but not a director

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and
- (c) shall not be counted as more than one director for the purposes of articles 24 3(a) and (b)

24 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision)

24 5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

25 Termination of alternate directorship

An alternate director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's

appointment as a director,

(c) on the death of the alternate's appointor, or

(d) when the alternate's appointor's appointment as a director terminates

Appointment of secretary

26 Appointment and removal of secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

PART 3: SHARES AND DISTRIBUTIONS

Issue of shares

27 Share Capital

27 1 Except as otherwise provided in these articles, the A Shares, the B Shares and the C Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares

27 2 On the transfer of any share as permitted by these articles

27 2 1 a share transferred to a non-shareholder shall remain of the same class as before the transfer, and

27 2 2 a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder

27 3 If no shares of a class remain in issue following a redesignation under this article, these articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class

27 4 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting

27 5 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares

27 5 1 any alteration in the articles,

27 5 2 any reduction, subdivision, consolidation, redenomination, purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital, and

27 5 3 any resolution to put the Company into liquidation

28 Powers to issue different classes of share

28 1 Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution

28 2 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

29 Further issues of shares - authority

29 1 Save to the extent authorised by these articles, or authorised from time to time by an ordinary resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the company

29 2 Subject to the remaining provisions of this article 29 and to article 30, the directors are generally and unconditionally authorised, for the purposes of section 551 of the Companies Act 2006 and generally, to exercise any power of the company to

(a) offer or allot,

(b) grant rights to subscribe for or to convert any security into,

(c) otherwise deal in, or dispose of,

any shares each in the company to any person, at any time and subject to any terms and conditions as the directors think proper

29 3 The authority referred to in article 29 2

(a) shall only apply insofar as the company has not renewed, waived or revoked it by ordinary resolution, and

(b) may only be exercised for a period of five years commencing on the date on which these articles are adopted, save that the directors may make an offer or agreement

which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired)

30 Further issues of shares pre-emption rights

- 30 1 In accordance with section 567(1) of the Companies Act 2006, sections 561 and 562 of the Companies Act 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of the Companies Act 2006) made by the company
- 30 2 Unless otherwise agreed by special resolution, if the company proposes to allot any equity securities (other than any equity securities to be held under an employees' share scheme), those equity securities shall not be allotted to any person unless the company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of shares held by those holders (as nearly as possible without involving fractions) The offer
- (a) shall be in writing, shall be open for acceptance for a period of 15 business days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities, and
 - (b) may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (**excess securities**) for which he wishes to subscribe
- 30 3 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with article 30 2 shall be used for satisfying any requests for excess securities made pursuant to article 30 2 If there are insufficient excess securities to satisfy such requests, the excess securities shall be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with article 30 2 (as nearly as possible without involving fractions or increasing the number of excess securities allotted to any shareholder beyond that applied for by him) After that allotment, any excess securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders
- 30 4 Subject to articles 30 2 and 30 3 and to section 551 of the Companies Act 2006, any equity securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper

Interests in shares

31 Company not bound by less than absolute interests

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

Share certificates

31 1 Issue of share certificates

31 2 The company must (except as otherwise provided in the articles) issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds

31 3 Every certificate must specify--

- (a) in respect of how many shares, of what class, it is issued,
- (b) the nominal value of those shares, and
- (c) any distinguishing numbers assigned to them

31 4 No certificate may be issued in respect of shares of more than one class

31 5 If more than one person holds a share, only one certificate may be issued in respect of it

31 6 Certificates must--

- (a) have affixed to them the company's common seal, or
- (b) be otherwise executed in accordance with the Companies Acts

32 Replacement share certificates

32 1 If a certificate issued in respect of a shareholder's shares is--

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

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

32 2 A shareholder exercising the right to be issued with such a replacement certificate--

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,

- (b) must return the certificate which is to be replaced to the company if it is damaged or defaced, and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

Partly paid shares

33 Company's lien over shares

33 1 The company has a lien (the **company's lien**) over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future

33 2 The company's lien over a share

- (a) takes priority over any third party's interest in that share, and
- (b) extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share

33 3 The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part

34 Enforcement of the company's lien

34 1 Subject to the provisions of this article, if

- (a) a lien enforcement notice has been given in respect of a share, and
- (b) the person to whom the notice was given has failed to comply with it,

the company may sell that share in such manner as the directors decide

34 2 A lien enforcement notice

- (a) may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
- (b) must specify the share concerned,
- (c) must require payment of the sum within 14 clear days of the notice (that is, excluding

the date on which the notice is deemed to have been served in accordance with the articles and the date on which that 14 day period expires),

(d) must be addressed either to the holder of the share or to a transmittee of that holder, and

(e) must state the company's intention to sell the share if the notice is not complied with

34 3 Where shares are sold under this article

(a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or to a person nominated by the purchaser, and

(b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

34 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

(a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice, and

(b) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien for any money payable (whether payable immediately or at some time in the future) as existed upon the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice

34 5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date

(a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

(b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

35 Call notices

35 1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a **call notice**) to a shareholder requiring the shareholder to pay the company a specified sum of

money (a **call**) which is payable to the company at the date when the directors decide to send the call notice

35 2 A call notice

- (a) may not require a shareholder to pay a call which exceeds the total amount of his indebtedness or liability to the company,
- (b) must state when and how any call to which it relates is to be paid, and
- (c) may permit or require the call to be made in instalments

35 3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 clear days (that is, excluding the date on which the notice is deemed to have been served in accordance with the articles and the date on which that 14 day period expires) have passed since the notice was deemed to have been served in accordance with the articles

35 4 Before the company has received any call due under a call notice the directors may

- (a) revoke it wholly or in part, or
- (b) specify a later time for payment than is specified in the notice,

by a further notice in writing to the shareholder in respect of whose shares the call is made

36 Liability to pay calls

36 1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid

36 2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share

36 3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them

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

37 When call notice need not be issued

37 1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share

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

37 2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

38 Failure to comply with call notice: automatic consequences

38 1 If a person is liable to pay a call and fails to do so by the call payment date

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

38 2 For the purposes of this article

- (a) the "**call payment date**" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date, and
- (b) the "**relevant rate**" is
 - (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted,
 - (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors, or
 - (iii) if no rate is fixed in either of these ways, 5 per cent per annum

38 3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998

38 4 The directors may waive any obligation to pay interest on a call wholly or in part

39 Notice of intended forfeiture

A notice of intended forfeiture

- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
- (b) must be sent to the holder of that share (or all the joint holders of that share) or to a transmittee of that holder,
- (c) must require payment of the call and any accrued interest and all expenses that may have been incurred by the company by reason of such non-payment by a date which

is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is deemed to have been served in accordance with the articles and the date on which that 14 day period expires),

- (d) must state how the payment is to be made, and
- (e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited

40 Directors' power to forfeit shares

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture

41 Effect of forfeiture

41 1 Subject to the articles, the forfeiture of a share extinguishes

- (a) all interests in that share, and all claims and demands against the company in respect of it, and
- (b) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company

41 2 Any share which is forfeited in accordance with the articles

- (a) is deemed to have been forfeited when the directors decide that it is forfeited,
- (b) is deemed to be the property of the company, and
- (c) may be sold, re-allotted or otherwise disposed of as the directors think fit

41 3 If a person's shares have been forfeited

- (a) the company must send that person notice that forfeiture has occurred and record it in the register of shareholders,
- (b) that person ceases to be a shareholder in respect of those shares,
- (c) that person must surrender the certificate for the shares forfeited to the company for cancellation,
- (d) that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and

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

41 4 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls interest and expenses due in respect of it and on such other terms as they think fit

42 Procedure following forfeiture

42 1 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer

42 2 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

- (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

42 3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share

42 4 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which

- (a) was, or would have become, payable, and

- (b) had not, when that share was forfeited, been paid by that person in respect of that share,

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

43 Surrender of shares

43 1 A shareholder may surrender any share

- (a) in respect of which the directors may issue a notice of intended forfeiture,

- (b) which the directors may forfeit, or

(c) which has been forfeited

43 2 The directors may accept the surrender of any such share

43 3 The effect of surrender on a share is the same as the effect of forfeiture on that share

43 4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

Transfers and transmission of shares

44 Share transfers - general

44 1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and (if any of the shares is partly paid) the transferee

44 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

44 3 The company may retain any instrument of transfer which is registered

44 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it

44 5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal giving reasons for such refusal as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged for registration unless they suspect that the proposed transfer may be fraudulent

45 Prohibited transfers

Any person who holds, or becomes entitled to, any share shall not effect a transfer of such shares, except a transfer in accordance with article 46 (**Pre-emption**)

46 Pre-emption

46 1 A shareholder who wishes to transfer any shares (**Seller**) shall give notice in writing of such wish to the company (**transfer notice**) Each transfer notice shall

(a) specify the number of shares which the Seller wishes to transfer (**sale shares**),

(b) specify the identity of any person to whom the Seller wishes to transfer the sale shares (**proposed transferee**),

(c) specify the price per share (**sale price**) at which the Seller wishes to transfer the sale shares,

- (d) be deemed to constitute the company as the seller's agent for the sale of the sale shares at the sale price in the manner prescribed by these articles, and
 - (e) not be varied or cancelled (without the consent of the directors)
- 46 2 The Seller may provide in the transfer notice that unless buyers are found for all or not less than a specified number of the sale shares, he shall not be bound to transfer any of such shares (minimum transfer condition) and any such provision shall be binding on the company. Notwithstanding the other provisions of this article, if the transfer notice contains a minimum transfer condition the company may not make any allocation of sale shares unless and until it has found buyers for the minimum number specified in the minimum transfer condition.
- 46 3 The company may, within ten business days of the date of such offer, allocate to the company itself or any employee trust of the company such number of the sale shares as it shall specify on the tenth business day following receipt of the Transfer Notice. If all of the sale shares are so allocated, the provisions of articles 46 4 to 46 7 (inclusive) shall not apply. If none or some only of the sale shares are so allocated, the remaining provisions of this article shall have effect as if references to sale shares shall mean those not allocated in accordance with this article.
- 46 4 The company shall on the tenth business day following receipt of the transfer notice give notice in writing to each of the shareholders (other than the Seller) offering for sale the sale shares at the sale price, provided that, if the board considers that the provisions of this article could mean that the offer of the sale shares would require a prospectus in accordance with the Public Offers of Securities Regulations 1995, the Board shall be entitled to devise such other method of offering such sale shares which does not require a prospectus (including, but without limitation, offering the sale shares to a limited number of shareholders selected by such method as the Board shall determine). The notice shall specify that the shareholders shall have a period of 25 Business Days from the date of such notice within which to apply for some or all of the sale shares.
- 46 5 It shall be a term of the offer that, if there is competition for the sale shares, the sale shares shall be treated as offered among the shareholders in proportion (as nearly as may be) to their existing holdings of shares (**proportionate allocation**). However, in his application for sale shares a shareholder may, if he so desires, indicate that he would be willing to purchase a particular number of shares in excess of his Proportionate Allocation (extra shares).
- 46 6 The company shall allocate the sale shares as follows:
 - (a) if the total number of sale shares applied for is equal to or less than the available number of sale shares, each shareholder shall be allocated the number applied for in accordance with his proportionate application, or
 - (b) if the total number of sale shares applied for is greater than the available number of sale shares, each shareholder shall be allocated his proportionate allocation or such lesser number of sale shares for which he has applied and applications for extra

shares shall be allocated in accordance with such applications or, in the event of competition, among those shareholders applying for extra shares in such proportions as equal (as nearly as may be) the proportions of all the shares held by such shareholders

- 46 7 Allocations of sale shares made by the company pursuant to this article shall constitute the acceptance by the persons to whom they are allocated of the offer to purchase those sale shares on the terms offered to them, provided that no person shall be obliged to take more than the maximum number of sale shares that he has indicated to the company he is willing to purchase
- 46 8 The company shall forthwith upon allocating any sale shares give notice in writing (**sale notice**) to the Seller and to each person to whom sale shares have been so allocated of the number of sale shares so allocated and the aggregate price payable therefor Completion of the sale and purchase of those sale shares in accordance with the Sale Notice shall take place within five Business Days of the date of the Sale Notice whereupon the Seller shall, upon payment of the price due in respect thereof, transfer those sale shares specified in the Sale Notice to the persons to whom they have been allocated and deliver the relevant share certificates
- 46 9 Save in the case of an acquisition of sale shares by the company, if the Seller defaults in transferring any sale shares pursuant to article 46 8, the company may receive such purchase money and may nominate some person to execute an instrument of transfer of such sale shares in the name and on behalf of the Seller and thereafter, when such instrument has been duly stamped, the company shall cause the name of the proposed transferee to be entered in the register of members as the holder of such sale shares and shall hold the purchase money on trust (without interest) for the Seller The receipt of the company for the purchase money shall be a good discharge to the proposed transferee (who shall not be bound to see to the application thereof) and, after his name has been so entered in the register of members, the validity of the proceedings shall not be questioned by any person In the case of an acquisition of sale shares by the company, if the Seller defaults in transferring any sale shares pursuant to article 46 8, the company may nominate some person to execute an instrument of transfer of such sale shares in the name and on behalf of the Seller and thereafter, when such instrument has been duly stamped, the company shall cause such share capital to be cancelled in accordance with the Companies Act 2006 and shall hold the purchase money on trust (without interest) for the Seller
- 46 10 If all the sale shares are not sold under the pre-emption provisions contained in articles 46 1 to 46 8 (inclusive), the company shall (forthwith upon the exhaustion of such provisions) so notify the Seller and the Seller may at any time, within three calendar months after receiving such notification, transfer to the proposed transferee any unsold sale shares at any price not less than the sale price, provided that
- (a) the directors refuse registration of any proposed transferee if the directors reasonably believe the proposed transferee to be a competitor of a group company or a person connected with such a competitor (or a nominee of either),

- (b) if the Seller stipulated in the Transfer Notice a Minimum Transfer Condition which has not been satisfied, the Seller shall not be entitled to sell any sale shares unless he complies with such Minimum Transfer Condition, and
- (c) any such sale shall be a sale in good faith and the directors may require to be satisfied (in such manner as they may reasonably think fit) that the sale shares are being sold for not less than the sale price without any deduction, rebate or allowance whatsoever and if not so satisfied may refuse to register the transfer

47 Transmission of shares

- 47 1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share
- 47 2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require--
 - (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
 - (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had
- 47 3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares
- 47 4 Nothing in the articles releases the estate of a deceased shareholder from any liability in respect of a share solely or jointly held by that shareholder

48 Exercise of transmittees' rights

- 48 1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish
- 48 2 If the transmittee wishes to have a share transferred to another person, the transmittee must give notice in writing of such wish to the company (**Transfer Notice**) and the procedure set out in article 46 must be followed
- 48 3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

49 Transmittees bound by prior notices

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the

transmittee's name or the name of any person(s) named as transferee(s) in an instrument of transfer executed under article 44 has been entered in the register of members

Consolidation of shares

50 Procedure for disposing of fractions of shares

50 1 This article applies in circumstances where there has been a consolidation or division of shares and as a result, shareholders are entitled to fractions of shares

50 2 The directors may -

- (a) sell the shares representing the fractions to any person including the company for the best price reasonably obtainable,
- (b) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
- (c) distribute the net proceeds of sale in due proportion among the holders of the shares

50 3 Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that shareholder's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland

50 4 A person to whom shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions

50 5 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

Dividends and other distributions

51 Procedure for declaring dividends

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

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

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

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

- 51 5 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear
- 51 6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment
- 51 7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights

52 Calculation of dividends

- 52 1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be,
- (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
 - (b) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid
- 52 2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly
- 52 3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount

53 Payment of dividends and other distributions

- 53 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means--
- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or

- (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide

53 2 In the articles, '**the distribution recipient**' means, in respect of a share in respect of which a dividend or other sum is payable--

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

54 **Deductions from distributions in respect of sums owed to the company**

54 1 If—

- (a) a share is subject to the company's lien, and
- (b) the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice

54 2 Money so deducted must be used to pay any of the sums payable in respect of that share

54 3 The company must notify the distribution recipient in writing of

- (a) the fact and amount of any such deduction,
- (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and
- (c) how the money deducted has been applied

55 **No interest on distributions**

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

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

56 Unclaimed distributions

56 1 All dividends or other sums which are--

- (a) payable in respect of shares, and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the company until claimed

56 2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it

56 3 If--

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

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

57 Non-cash distributions

57 1 Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)

57 2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution--

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

58 Waiver of distributions

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if--

- (a) the share has more than one holder, or

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

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

Capitalisation of profits

59 Authority to capitalise and appropriation of capitalised sums

59 1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution--

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

59 2 Capitalised sums must be applied--

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

59 3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct

59 4 A capitalised sum which was appropriated from profits available for distribution may be applied

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

59 5 Subject to the articles the directors may--

- (a) apply capitalised sums in accordance with articles 59 3 and 59 4 partly in one way and partly in another,
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and

- (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article

PART 4: DECISION-MAKING BY SHAREHOLDERS

Organisation of general meetings

60 Notice of general meetings

60 1 Every notice convening a general meeting of the company must -

- (a) provide all such information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting as is required in accordance with section 311 of the Companies Act 2006 , and
- (b) give all such information to members regarding their right to appoint proxies as is required in accordance with section 325(1) of the Companies Act 2006

60 2 Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the company

61 Attendance and speaking at general meetings

61 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting

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

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting

61 3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

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

61 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

62 Quorum for general meetings

62 1 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

62 2 If and for so long as the company has only one member, that member who is present at a general meeting in person or by proxy or, in the event that the member is a corporation, by corporate representative, constitutes a quorum

62 3 If and for so long as the company has two members or more members, two members each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by proxy or, in the event that the member is a corporation, by corporate representative, constitutes a quorum

63 Chairing general meetings

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

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

(a) the directors present, or

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

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

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

64 Attendance and speaking by directors and non-shareholders

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

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

(a) shareholders of the company, or

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

to attend and speak at a general meeting

65 Adjournment

65 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it and if, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved

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

- (a) the meeting consents to an adjournment, or
- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

65 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

65 4 When adjourning a general meeting, the chairman of the meeting must--

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting

65 5 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 deemed to have been served in accordance with the articles)--

- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
- (b) containing the same information which such notice is required to contain

65 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

Voting at general meetings

66 Voting. general

66 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles

66 2 Subject to article 67, on a vote on a resolution at a general meeting on a show of hands -

- (a) each shareholder who, being an individual, is present in person has one vote,
- (b) if a shareholder (whether such shareholder is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote, and

- (c) if a corporate shareholder appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Companies Act 2006, one vote

66 3 Subject to article 67, on a resolution at a general meeting on a poll, every shareholder (whether present in person, by proxy or authorised representative) has one vote in respect of each share held by him

66 4 If a share is registered in the name of joint holders, and two or more of them are present at a general meeting, only the first named joint holder so present shall be entitled to vote in respect of any such share,

67 Restrictions on shareholders' rights

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

68 Errors and disputes

68 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid

68 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

69 Poll votes

69 1 A poll on a resolution may be demanded--

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

69 2 A poll may be demanded by--

- (a) the chairman of the meeting,
- (b) the directors,
- (c) two or more persons having the right to vote on the resolution, or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution

and a demand for a poll made by a person as proxy for a shareholder is the same as a demand by the shareholder

69 3 A demand for a poll may be withdrawn if--

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

and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made

69 4 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman of the meeting directs

70 Content of proxy notices

70 1 Proxies may only validly be appointed by a notice in writing (a '**proxy notice**') which--

- (a) states the name and address of the shareholder appointing the proxy,
- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine,
- (d) is delivered to the company in accordance with the articles not less than 48 hours before the meeting (or adjourned meeting) is to take place and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and a proxy notice which is not delivered in such manner shall be invalid, unless the chairman of the meeting otherwise determines

70 2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

70 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

70 4 Unless a proxy notice indicates otherwise, it must be treated as--

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

71 Delivery of proxy notices

- 71 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person
- 71 2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 71 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 71 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

72 Amendments to resolutions

- 72 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if-
- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting (or adjourned 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
- 72 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if--
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 72 3 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

Written resolutions of shareholders

73 Written resolutions: general

- 73 1 Subject to article 67, a written resolution of shareholders passed in accordance with Part 13 Chapter 2 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the company
- 73 2 The following may not be passed as a written resolution and may only be passed at a general meeting -
- (a) a resolution under section 168 of the Companies Act 2006 removing a director before the expiration of his period of office, and
 - (b) a resolution under section 510 of the Companies Act 2006 removing an auditor before the expiration of his period of office

74 Voting on written resolutions

- 74 1 Subject to article 67, on a written resolution, a member has one vote in respect of each share held by him
- 74 2 If a share is registered in the name of joint holders, any joint holder is entitled to sign the written resolution in respect of such share provided that if two or more joint holders sign the written resolution, only the signature of the first named joint holder to sign shall be counted

PART 5: ADMINISTRATIVE ARRANGEMENTS

75 Means of communication to be used

- 75 1 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
- 75 2 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
- 75 3 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
- 75 4 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the company to a person by being made available on a website
- 75 5 A shareholder whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him

at that address, but otherwise no such member is entitled to receive any notices from the company

75 6 If any share is registered in the name of joint holders, the company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of the joint holding and the company is not required to serve notices or other documents on any of the other joint holders

75 7 Subject to the articles, any notice, document or other information shall be in writing in the English language (or be accompanied by a properly prepared translation into English) and shall be deemed served on or delivered to the intended recipient

- (a) if properly addressed and delivered by hand, when it was delivered or left at the relevant address,
- (b) if properly addressed and sent by prepaid first class post or recorded delivery to an address in the United Kingdom, 48 hours after it was posted,
- (c) if properly addressed and sent by prepaid airmail to an address outside the country from which it is sent, seven days after it was posted,
- (d) if properly addressed and sent by commercial courier at the time of signature of the courier's receipt,
- (e) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- (f) 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

provided that if deemed service on or delivery to the intended recipient under the provisions of this article is not within business hours (meaning 9 00 am to 5 30 pm) on a business day, such notice, document or other information shall be deemed served on or delivered to the intended recipient at commencement of business hours on the next following business day

75 8 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Companies Act 2006

76 Company seals

76 1 Any common seal may only be used by the authority of the directors or any committee of the directors

76 2 The directors may decide by what means and in what form any common seal is to be used

76 3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature of by two authorised persons

76 4 For the purposes of this article, an authorised person is--

- (a) any director of the company,
- (b) the company secretary (if any), or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

77 No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder

78 Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary

Directors' indemnity and insurance

79 Indemnity

79 1 Subject to article 79 2, a relevant director of the company or an associated company may be indemnified out of the company's assets against--

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
- (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- (c) any other liability incurred by that director as an officer of the company or an associated company

79 2 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

79 3 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

80 Insurance

80 1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss

80 2 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 in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate