

Company Number 05827344

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

of

EVIRIAS (S E) LIMITED ('Company')

Thursday 26th July 2012 ('Circulation Date')

SATURDAY



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08/09/2012

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COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 and to Article 23 of the articles of association of the Company, the members of the Company propose that the resolution below is passed as a special resolution


SPECIAL RESOLUTION

THAT the draft regulations attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association with immediate effect, and directs that these articles be lodged with Companies House

AGREEMENT

The undersigned, being all the persons entitled to vote on the resolution on the Circulation Date above, hereby irrevocably agree to the resolution

Signed by

Signature 	Signature 	Signature 
Adrienne Margaret Westbrook 29 Sandridge Road MELKSHAM Wiltshire SN12 7BQ	Emma-Clare Edney Smith 24 Hornchurch Drive MELKSHAM Wiltshire SN12	Nicholas Shawne Edney Westbrook 29 Sandridge Road MELKSHAM Wiltshire SN12 7BQ
Date 26 th July 2012	Date 26 th July 2012	Date 26 th July 2012



The Companies Act 2006

Company No 05827344

Private Company Limited by guarantee

ARTICLES OF ASSOCIATION

of

EVIRIAS (S E) LIMITED¹

Incorporated on the 24th May 2006

¹ the name is as amended by written special resolution and registered by Companies House dated 24th January 2012

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PART 1

INTERPRETATION AND LIMIT OF LIABILITY

1. Interpretation of Defined Terms

1 1 In these Articles, unless the context requires otherwise

'ACT' means the Companies Act 2006 (as defined in section 2 of the Companies Act 2006), including any statutory modification or re-enactment thereof for the time being in force, in so far as they apply to the company,

'ADDRESS' means a postal address or, for the purposes of electronic communication, a fax number, email address or telephone number for receiving text messages,

'ARTICLES' means the Company's Articles of Association,

'AUDITOR' means a person, firm or limited liability partnership eligible for appointment as a company auditor in accordance with the Act,

'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,

'BOARD MEETING' includes, except where inconsistent with any legal obligation for a physical meeting, a meeting held by electronic means and a meeting held by telephone,

'CHAIRMAN' has the meaning given in Article 12,

'CHAIRMAN OF THE MEETING' has the meaning given in Articles 12 or 31,

'CHARITIES' are organisations which are established for exclusively charitable purposes in accordance with the law of England and Wales,

'CLEAR DAYS' in relation to the period of a notice means that period excluding the day when the notice is given or on which it is to take effect,

'COMMITTEE' means a Committee or sub committee established from time to time by the members or the directors, which must include at least one director acting as chairman

'COMPANIES ACTS' means the Companies Act 2006 (as defined in section 2 of the Companies Act 2006), including any statutory modification or re-enactment thereof for the time being in force, in so far as they apply to the

'COMPANY' has the meaning defined in Section 1 of the Act

'DIRECTOR' means a director of the company, and includes any person occupying the position of director, by whatever name called,

'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,

'EXECUTED' includes any mode of execution,

'GENERAL MEETING' means a meeting of the members,

'HARD COPY FORM' has the meaning given in section 1168 of the Companies Act 2006,

'HE' may be construed in any gender,

'INSTRUMENT' means a document in hard copy form,

'MEMBERS' is as given in section 112 of the Companies Act 2006 who are the subscribers to the Memorandum or who are subsequently admitted to membership in accordance with these Articles, whether an individual construed in any gender or a company or an organisation,

OFFICE' means the registered office of the Company,

'ORDINARY RESOLUTION' has the meaning given in section 282 of the Companies Act 2006,

'PEOPLE' means any community, interested organisation whether incorporated or not, or individual that has an interest in the planning, commissioning, delivery, evaluation, regulation or scrutiny of any service that they use,

'PERSON' means an individual or a corporate body, company, firm, partnership, or unincorporated association body or organisation, or a trust or an investment fund or the named nominees of such organisations, who is a member of the company,

'PROXY NOTICE' has the meaning given in article 31,

'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,

'SUBSIDIARY' has the meaning given in section 1159 of the Companies Act 2006,

'THIRD SECTOR' means charities, voluntary organisations and social enterprises

'UNITED KINGDOM' means Great Britain and Northern Ireland and the Channel Islands

'VOLUNTARY ORGANISATIONS AND SOCIAL ENTERPRISES' are independent organisations, which are established for purposes that add value to the community as a whole, or a significant section of the community, and which are not permitted by their constitution to make a profit for private distribution. Voluntary organisations and social enterprises do not include local government or other statutory authorities,

'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, and

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 2 These Articles are based on the model articles of the 2006 Act, amended as agreed by members. Unless expressly included in these Articles, model articles of the 2006 Act do not apply

1 3 The liability of members is limited

1 4 Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of contributories among themselves, such amount as may be required not exceeding £1

2. Registered Office

2 1 The registered office of the company is to be situated in England

3. Objects

3 1 The Objects for which the Company is established are

- (a) to operate our business as a socially-responsible social enterprise provider of all manner of community engagement and public involvement activities, products and services for the social and environmental benefit of communities throughout the United Kingdom or elsewhere in any part of the world (hereinafter called the 'areas of benefit'),
- (b) to promote and facilitate, or support others to promote and facilitate, active individual, citizen and community development as a social benefit, through consultation, engagement and involvement activities and the gaining of insight, designed to build awareness and understanding, and to empower and enable those who want to contribute or to be engaged, involved or hold to account those responsible for the planning, commissioning, provision, improvement, regulation and scrutiny of any services they use,
- (c) to educate and inform, or support others to educate and inform, through the distribution of tools and knowledge, those charged with undertaking insight, engagement, and consultation, so that involvement best practise is delivered, and to endeavour to support practitioners to undertake world class insight, involvement, engagement, and consultation activities, and
- (d) to carry on any other sustainable activity in the 'areas of benefit', which in the opinion of the directors of the Company can be conveniently carried out in connection with or as ancillary to the above businesses or to be calculated directly or indirectly to enhance the value of or render profitable any of the property or assets of the company or to further any of its objects to deliver social or environmental benefit to the community

3 2 In furtherance of these objects, the Company may

- (a) independently facilitate meaningful community, public and user consultation engagement involvement and participation to enable people to campaign on, champion or challenge decision making about any issues arising from the planning, commissioning, provision, regulation and scrutiny of all manner of services that they use, howsoever undertaken, at neighbourhood, local, regional, national and international levels,
- (b) provide and support any service in any form to encourage, organise, promote, sponsor and undertake advice and guidance, communication, community and public consultation engagement and involvement, insight and development, consultations, education, exhibitions, holding of meetings conferences courses lectures seminars and workshops, independent community advocacy, information, lectures, market research, projects, public consultation community involvement and social campaigning, research, surveys, and training,
- (c) use any means to
 - build the capacity of communities, service users and their relatives or carers, customers companies or stakeholders and their employees, the general public, associations charities or groups either incorporated or unincorporated, shareholders and stakeholders to act either solely or in company or partnership with others,
 - influence commissioner and provider decisions about the existing and future planning, commissioning, provision, improvements, quality, regulation and scrutiny of any private or public or voluntary sector delivered services to secure improvements and enhance the quality of their lives by
- (d) establish, maintain and support community, geographic, interest and thematic based groups of champions, participants and representatives of stakeholders and other relevant interested or voluntary sector bodies and their employees to obtain, collate and share their views and experiences of any services they provide and receive,

- (e) obtain, analyse, research, report and share community and people's views and experiences of services which helps to improve the quality and safety of these services and / or the wellbeing of local communities and their lives,
- (f) use technology and all manner of communication techniques to enable those interested in sharing their views and experiences to participate in company activities in ways they see fit and at times they find most convenient, recognising the diversity of individual and local community requirements,
- (g) promote the principle of 'shared decision-making' in activities or campaigns on any matter or issue related to achieving the objects of the Company,
- (h) collect and disseminate information on all matters or issues related to achieving the objects of the Company, and establish, commission, publish, issue, circulate, show and support any experimental and research work, written publication, sound and tape recordings, films or other communication media as shall be necessary to attain the said purposes or are in any way beneficial to the work of the Company,
- (i) publish and distribute independent and impartial Report to service commissioners, providers, scrutineers or regulators as appropriate

4. Powers

- 4 1 The company shall have the following powers in order to carry out and further the Objects whether as principal or agent and whether alone or with others
- 4 1 1 to co-operate, collaborate and trade with other associations, charities, companies, third sector bodies, government statutory and public authorities, and to exchange information data and advice with them as prescribed by law,
- 4 1 2 to apply for, purchase, register, or otherwise acquire and protect and renew, whether in the United Kingdom or elsewhere in any part of the world, any patents, patent rights, intellectual property rights of any sort, brevet d'invention, copyrights, concessions, designs, privileges, secret processes, trade marks, licences, and the like which the Company may think necessary or convenient for the purpose of its business or may enhance the value of any other property or assets of the Company, and to alter, disclaim, modify, use, and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in developing, experimenting upon, testing or improving and such intellectual properties, patents, inventions or rights,
- 4 1 3 to purchase, take on lease, or in exchange, hire or by any other means acquire and take options over any freehold, leasehold or any other real or personal property and rights or privileges, plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description, and to apply for registration of any patents, rights, intellectual property copyrights, licences, privileges and the like which the Company may think necessary or convenient for the purpose of its business, or may enhance the value of any other property or assets of the Company,
- 4 1 4 to improve, develop, manage, grant rights or privileges in respect of, to construct repair maintain alter and equip for use, let on lease or otherwise, exchange, mortgage, charge, dispose of, sell, grant licences or options in respect of or turn to account, or otherwise deal with all or any part of the property, assets and rights of the Company both real and personal, and to construct, maintain and alter buildings or erections and provide, endow, furnish and fit out with all necessary furniture and other equipment and maintain and manage such other buildings and other premises,
- 4 1 5 to acquire amalgamate merge or acquire an interest in, enter into partnership or joint venture or any other arrangement for sharing assets business or profits through co-operation, joint venture, union of interest or reciprocal concession with any person, firm or company, associations charities institutions societies or third sector bodies which shall have Objects altogether or mainly similar to those of the Company, which are carrying on or engaged in or proposing to carry on or engage in any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as to directly or indirectly to benefit the Company,

- 4 1 6 to enter into any arrangement with any government or authorities supreme, local, municipal, or any public body company or person, whether in the United Kingdom or elsewhere in any part of the world, that may seem conducive to the attainment of the Company's Objects, or any of them, and to obtain from such government or authority any rights, charters, licences, privileges or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply therewith,
- 4 1 7 to raise funds in accordance with any relevant statutory regulations and to draw, make, accept, endorse, discount, execute, negotiate, issue or otherwise deal in promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments, cheques and other instruments, and to operate bank accounts,
- 4 1 8 to deposit invest and deal with funds or moneys of the Company not immediately required for its purposes in any manner, and to subscribe for, take or otherwise acquire and hold, sell or otherwise deal with funds, debentures, securities, shares, stocks or other negotiable or transferable instruments or investments of whatsoever nature, and such investments, securities or property as the Company shall in its absolute discretion may be think fit but subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law, and to employ as a professional fund-manager to employ as a private investment manager any person or company who is entitled to carry on investment business under the provisions of the Financial Services Act (1986) or any amending legislation as required, and to delegate to any such manager ("the Manager") the exercise of all or any of the company's powers of investment on such terms and at such reasonable remuneration as the company may think fit but subject always to the following conditions
- i) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the company and within the powers of investment conferred by this Memorandum,
 - ii) every transaction carried out by the Manager under delegated powers shall be logged and reported to the company within 14 days,
 - iii) the company shall be entitled at any time and without notice to review, revoke or alter the delegation or the terms thereof,
 - iv) the company shall be bound to review the arrangements for delegation at least once every 12 months,
 - v) the company shall be liable for the acts and defaults of the Manager in the exercise of the delegated powers in the same manner as if they were the acts and defaults of the company, except where the Manager has acted in any manner with negligent or criminal intent

and to arrange for the investments or other property or assets of the Company to be held in the name of a nominee in the same manner and subject to the same conditions as the Trustees of a trust are permitted to do by the Trustee Act 2000,

- 4 1 9 to issue, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing in whole or in part the subscription of shares, debentures, debenture stock, bonds, stocks, and securities of any company whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon, and to contract with any person, firm or company to pay the same and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures or other securities of the Company,
- 4 1 10 to lend or give credit, make grants, donations or loans of money and to give or receive guarantees to such persons, organisations firms or companies and on such terms as may be considered expedient and to receive money on deposit or loan from and give guarantees or become security for such persons, firms and companies, and to charge any properties or assets of the Company in support of any guarantee or to secure the debts or obligation, contracts or engagements of any other company or person,

- 4 1 11 to borrow or raise money in such a manner and on such terms and on such security as the Company shall think fit with such consents as are required by law, and to secure the repayment of any such money raised, borrowed or owing by mortgage, lien, charge or other security upon all or any of the property or assets of the company (whether present or future), and also by a similar mortgage, lien, charge or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it,
- 4 1 12 to sell, lease or let or mortgage, or otherwise dispose of or turn to account all of any part of the business property or assets of the Company, either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same,
- 4 1 13 to take and accept any gift of money, property or other assets whether subject to any special trust or not, and to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, grants, investments, subscriptions or otherwise,
- 4 1 14 to establish subscribe to or support any companies, charitable trusts, associations or institutions formed for any of the purposes included in the Objects, and to make any donations in cash or assets or establish or support or aid in the establishment or support of such enterprises, and to lend money (with or without security) to or for any charitable associations or institutions whether incorporated or not,
- 4 1 15 to pay out of the funds of the Company all the costs, charges and expenses which the Company may lawfully pay of and incidental to the promotion, formation incorporation and registering of the Company,
- 4 1 16 to set aside income as a reserve against future expenditure, and to reinvest any surplus generated from trading, interest on investments or sale of assets to develop the business to achieve the above Objects or any of them, and to create employment, personal development and training opportunities for staff, or by donation, grant or loan, to another organisation who exists for a similar social or environmental purpose,
- 4 1 17 to engage, employ, retain and remunerate any person firm and company whose particular skills, qualifications or knowledge may be of assistance in the attainment of the purposes of the company whether on a full-time part-time or voluntary basis and whether as an associate consultant or employee, in such manner and on such terms and conditions of employment as the Directors shall agree may be expedient to manage, supervise, organise, carry on the work of and advise the Company,
- 4 1 18 to make any reasonable and necessary provision for the payment of pensions, bonuses, gratuities, superannuation or assistance to or on behalf of employees or former employees who are serving or have served the Company, whether as a director, employee or otherwise, and to their wives, husbands, partners, civil partners or other dependants, to make payments towards insurance or subscriptions, and to establish, form and contribute to charitable trusts, provident, superannuation and other funds and trusts, associations, clubs, schools and other institutions as the Company may see fit for the benefit of such persons, and to contribute to a scheme to reward and value the individual contributions of employee who deliver high quality services to promote and grow the business,
- 4 1 19 to provide suitable indemnity insurance for the Directors or any other officer of the Company in relation to any such liability as is mentioned in Article 4 4, but subject to the restrictions specified in Article 4 5,
- 4 1 20 to do all or any of the above things in any part of the work alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise,
- 4 1 21 to do all such other lawful things as are necessary for the achievement of or may be deemed incidental or conducive to further the attainment of the above Objects of the Company or any of them,

PROVIDED THAT

- (a) In any case where the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts,
- (b) The Company's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers,

and it is hereby declared that

- 4 2 All incremental assets and profit of the organisation is be applied towards achievement of the above objects and no distribution of profits may be made to members except in the following circumstances
 - 4 2 1 1 to pay inter-company management charges as may be appropriate,
 - 4 2 1 2 to pay the reasonable expenses of directors,
 - 4 2 1 3 to remunerate, in the most tax efficient way, by way of salary, dividend and benefits to any member who is also a Director of the company in accordance with normal conditions of employment,
 - 4 2 1 4 to subsidise out of profits any activity carried out to further the attainment of the above Objects of the company, or any of them, either by the company or by any other organisation
- 4 3 The Objects specified in each sub-clause shall be regarded as independent Objects, and they shall not be limited or restricted, except where otherwise expressed in such sub-clause, by reference to inference from the terms of any other sub-clause or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said sub-clauses defined the Objects of a separate and distinct company,
- 4 4 The word 'Company' except where it is used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated, and whether incorporated, registered, resident or domiciled in the United Kingdom or elsewhere
- 4 5 The liabilities referred to in sub-clause 4 1 19 above are
 - (i) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Company,
 - (ii) the liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading)
- 4 6 The following liabilities are excluded from Article 4 1(u)
 - (i) court imposed fines,
 - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or by some other officer of the Company,
 - (iii) liabilities to the Company that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Company or about which the person concerned did not care whether it was in the best interests of the Company or not

There is excluded from Article 4 5)(ii) any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation

Dissolution

- 4.7 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any residual assets and property whatsoever, the same shall be paid and distributed as decided by a General Meeting of the Members convened for the purpose by donation to any other appropriate organisation that exists for social or environmental purposes to further the attainment of all or any the above Objects of the Company for the benefit of the community,

PART 2 MEMBERS

5 Applications for membership

- 5 1 The subscribers to the Memorandum of Association of the Company and such other persons (who if individuals are over the age of 18 years) as are admitted to membership in accordance with the Articles, shall be members of the Company
- 5 2 No person shall become a member of the Company unless approved at a properly convened general meeting by a vote on a resolution by a majority of the members representing at least 75 percent of the members entitled to vote
- 5 3 Every person who wishes to become a member shall deliver to the Company an application for membership in a form approved by the company
- 5 4 Any member may at any time withdraw from membership of the Company by giving seven clear days' notice to the Company in writing
- 5 5 Membership is not transferable
- 5 6 A person's membership terminates when that person dies or ceases to exist

6. Liability of members

- 6 1 The liability of each member is limited to £1 (one pound sterling), 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
 - (c) adjustment of the rights of the contributories among themselves

7. Members' reserve powers

- 7 1 The members shall by resolution appoint the chairman and vice chairman of the Company to preside at meetings of the members and at meetings of directors as provided for in these Articles
- 7 2 The members shall by ordinary resolution appoint all directors
- 7 3 The members may, by special resolution passed either at a general meeting or by written resolution as provided for in the Act, direct the directors to take or refrain from taking specified action
- 7 4 However, upon receipt of a notice of such a resolution or calling a general meeting to consider a resolution to direct the directors to take or refrain from taking specified action, directors shall suspend that action forthwith until members have voted on the resolution at the general meeting
- 7 5 Such special resolution invalidates anything which the directors have done before the passing of the resolution

8. Organisation of General Meetings

- 8 1 The Company may hold two or more general meetings in each calendar year

- 8 2 The general meeting held in April or July shall be the annual general meeting
- 8 3 Not more than fifteen months shall elapse between the date of one annual general meeting of the Company and the next
- 8 4 General meetings shall be held at such time and place as requested by the members
- 8 5 Any member or members representing at least 50 percent of those entitled to attend and vote may call a general meeting of the Company and may specify a date and time and the general nature of the business to be discussed in the requisition
- 8 6 Upon receipt of a requisition of members, a general meeting shall be convened forthwith for the date and time specified in the requisition or, if no date and time is been specified, on a date not later than three weeks after receipt of the requisition
- 8 7 The Annual General Meeting of members or a General Meeting convened for the purpose may, by Special Written Resolution, amend the Articles of Association of the Company as provided for in the Act

9. Attendance and speaking at general meetings

- 9 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
- 9 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
- 9 3 The directors may make whatever arrangements are appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 9 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
- 9 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

10. Notice of General Meetings

- 10 1 The dates of general meetings for the succeeding calendar year shall be agreed by members at the annual general meeting The minute of the annual general meeting shall be conclusive evidence that the notice was given
- 10 2 Additional general meetings called for any purpose shall be called by at least fourteen Clear Days' notice to members but a general meeting may be called by shorter notice if it is so agreed
- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat, and
 - (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than 95 per cent of the total voting rights at the meeting of all the members
- 10 3 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted
- 10 4 Notice of all general meetings shall be given to all the members, to the directors and auditors, and the meeting held as the annual general meeting shall be notified as such

- 10 5 The accidental omission to give notice of a meeting to, or non receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting
- 11. Quorum for general meetings**
- 11 1 Not less than 51 percent of the total membership entitled to vote upon the business to be transacted, each being a member or a proxy for a member, shall be a quorum
- 11 2 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
- 11 3 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or such other time and place as the meeting may determine
- 12. Chair and Vice Chair**
- 12 1 The annual general meeting of the company or in the case of a vacancy by a special resolution at a properly convened general meeting of members called for the purpose may appoint a person to be Chairman or Vice Chairman of the company
- 12 2 A person shall be appointed to hold office as Chairman for a term of office not exceeding seven consecutive years or as vice chairman for a term of office not exceeding five consecutive years. The appointment may be renewed for a maximum of two further terms of office
- 12 4 Both the chairman and vice chairman shall be members of the Board of Directors of the company
- 12 5 The chairman appointed by the members shall chair all general meetings of members if present and willing to do so
- 12 6 If the chairman is not present within ten minutes of the time at which a meeting was due to start or is unwilling to chair the meeting, or any part thereof, then the vice chairman shall chair the meeting
- 12 7 If neither the chairman nor vice chairman is present or willing to chair the meeting, then the members may appoint a person who is a member to chair the meeting and the appointment of the chairman of the meeting must be the first business of the meeting
- 12 8 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting"
- 13. Attendance and speaking by directors and non-members**
- 13 1 Directors may attend and speak at general meetings, whether or not they are members, but they may not vote on any matter unless they are also members of the Company
- 13 2 The chairman of the meeting may by prior notice or with permission of the meeting permit other persons who are not members of the company to attend and address a general meeting on a particular matter being considered, but they may not vote
- 14. Adjournment**
- 14 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
- 14 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 by a vote on a resolution, 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
- 14 3 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 meeting, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 14 4 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
 - (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
- 14 5 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
- 15. Voting: general**
- 15 1 A resolution put to a vote of a meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles
- 15 2 On a show of hands every member present in person or by proxy shall have one vote
On a poll every member present in person or by proxy shall have one vote
- 16. Errors and disputes**
- 16 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
- 16 2 Any such objection must be referred to the chairman of the meeting whose decision is final
- 17. Poll Votes**
- 17 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
- 17 2 A poll may be demanded by—
 - (a) the chairman of the meeting,
 - (b) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolutionand a demand by a person as proxy for a member shall be the same as a demand by the member
- 17 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

- 17 4 Polls must be taken immediately without further debate by secret written ballot. The chairman of the meeting may appoint scrutineers (who need not be members) to oversee and declare the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting.
- 17 5 Unless a poll is duly demanded a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority shall be the decision of the meeting and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 17 6 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have but shall use this casting vote only to ensure that the status quo shall prevail.
- 17 7 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.
- 17 8 If a poll is demanded before declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

18. Content of proxy notices

- 18 1 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,
 - (c) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
 - (d) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the members may determine, and
 - (e) is delivered to the Company at the office or such other place within the United Kingdom as is specified in the notice convening the meeting in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 18 2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 18 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.
- 18 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.
- 18 5 An instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

19. Delivery of proxy notices

- 19 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.

- 19 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
- 19 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
- 19 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
- 20. Amendments to resolutions**
- 20 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 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 negate the scope of the resolution
- 20 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
- 20 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

PART 3 DIRECTORS

21. Directors' general authority

- 21 1 Subject to the provisions of the Act, the Articles and to any directions given by special resolution decisions of the members, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company
- 21 2 The members may, by special resolution at a general meeting, direct the directors to take or refrain from taking specified action and upon receipt of a notice of such a resolution to be considered at general meeting resolution, directors shall suspend that action forthwith until members have decided the matter on a vote at a general meeting

22. Number of Directors

- 22 1 Unless otherwise determined by ordinary resolution the number of directors shall be not less than two and not more than seven
- 22 2 Suitably qualified persons may be appointed by resolution at the annual general Meeting the members to be non-Executive Directors of the company Persons appointed non-Executive Directors shall hold office for a term of office not exceeding four consecutive years The appointment may be renewed for a maximum of two further terms of office
- 22 3 Subject to the provisions of the Act, members may appoint by resolution at the Annual General Meeting such employees holding the office of Chief Executive Officer or Managing Director or any other executive office to be Executive Directors of the Company Persons appointed Executive Directors shall continue to hold office for as long as they are employed in that post within the company, subject to confirmation by the resolution of the members every three years

23. Methods of appointing directors

- 23 1 Any person who is willing to act as a director, and is permitted by law to do so, may only be appointed or reappointed to be a director by resolution of the members at the annual meeting or in the case of a casual vacancy at a properly convened general meeting
- 23 2 Directors may not appoint directors or alternate directors
- 23 3 No person may be appointed as a director if he or she under the age of 16 years
- 23 4 Not less than seven Clear Days' notice shall be given to all entitled to receive notice of the meeting, giving the particulars of any person recommended for appointment or re-appointment as a director which would, if so appointed or re-appointed, be required to be included in the Company's register or directors
- 23 5 In any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director For the purposes of this paragraph, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member
- 23 6 Members may by ordinary resolution appoint a person who is willing to act to be director to fill a vacancy A director so appointed shall hold office only until the next following annual general meeting and shall vacate the office on the conclusion thereof if not reappointed

24. Disqualification and Removal of Directors

24 1 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, or
- (b) a bankruptcy order is made against that person, or
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts, or
- (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 six months, or
- (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, or
- (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, or
- (g) the director has been absent without reasonable cause for more than six consecutive months from meetings of directors held during that period, and the directors declare that the director's office be vacated

24 2 A director may only be removed from office by the required majority vote of all the members entitled to vote on a special resolution of a properly convened general meeting in accordance with the Act

25. Directors to take decisions collectively

25 1 The general rule about decision-making by directors is that any decision of the directors must be a majority decision at a properly convened meeting

26. Directors may delegate

26 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

26 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

26 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

27. Committees

27 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

28. Calling a directors' meeting

- 28 1 Subject to the provisions of the Act, the directors may regulate their proceedings as they see fit provided that they shall hold not less than two meetings in each calendar year
- 28 2 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the secretary (if any) to give such notice
- 28 3 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
- 28 4 Seven Clear days notice of a directors' meeting must be given to each director
- 28 5 Notice of a directors' meeting
- (a) need not be given in writing, but
 - (b) must be communicated to each director
- 28 6 In fixing the date and time of any directors' meeting, the director calling it must try to ensure, subject to the urgency of any matter to be decided by the directors, that as many directors as practicable are likely to be available to participate in it
- 28 7 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice, prospectively or retrospectively
- 28 8 Directors are to be treated as having waived their entitlement to notice of a meeting if they have not supplied the company with the information necessary to ensure that they receive the notice before the meeting takes place

29. Participation in directors' meetings

- 29 1 Subject to the Act, 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
- 29 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
- 29 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
- 29 4 Decisions of directors may only be taken at meetings of the board of directors

30. Quorum for directors' meetings

- 30 1 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 two
- 30 2 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote
- 30 3 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on except a proposal to call another meeting

30 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 to call a general meeting so as to enable the members to appoint further directors

30 5 If it is afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote then all acts done by any meeting of directors, or of a committee of directors, or by a person acting as a director shall be referred to a properly convened general meeting for confirmation by the members

31. Chairing of directors' meetings

31 1 The persons appointed as Chairman or Vice Chairman of the company by the annual general meeting or a general meeting of members called for the purpose shall be the Chairman or Vice Chairman of the board of directors

31 3 A chairman or vice chairman may only be removed from that office by the members if

(a) they resign in writing or become disqualified to be a director, or

(b) at a general meeting called for the purpose of removing the director from the office of chairman or vice chairman, where the resolution calling for the removal is supported by a vote being a majority together holding not less than 95 per cent of the total voting rights at the meeting of all the members

31 4 Unless unwilling to do so, the director appointed by the members as Chairman shall preside at every meeting of directors at which he is present. If the chairman is unwilling to preside or is not present within 15 minutes after the time appointed for the meeting, the directors present may appoint one of the number to be chairman of the meeting

32. Casting vote

32 1 If the numbers of votes for and against a proposal are equal, the Chairman or other director chairing the meeting has a second and casting vote, which shall be used to maintain the status quo for the time being to allow for further consideration at a later date and referral for consideration at a general meeting of members

32 2 This does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

33. Unanimous decisions

33 1 The directors take a unanimous decision when they all indicate to each other by any means that they share a common view on a matter

33 2 A unanimous decision

(a) may be taken without discussion between directors, and

(b) may, but need not, take the form of a resolution in writing, copies of which have been signed by each director

33 3 The provisions in the Act where a majority decision is not taken at a directors' meeting shall not apply, except that a director must make the other directors aware of any matter on which the directors need to take a urgent decision and obtain their agreement to

(a) convene a meeting of the directors, or

(b) delegate their powers as provided for in Article 22

subject to confirmation at the next directors meeting and a written report provided to the next available general meeting of members with a full explanation of the reasons for the decisions or actions taken

34. Conflicts of interest

- 34 1 A director must declare any interest on any matter in which he or she has an individual personal interest at the start of the meeting or when the matter is first raised and shall not participate in any debate or vote on such a matter without first obtaining in either case the permission of the majority of the members present at the meeting
- 34 2 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes
- 34 3 Having declared an interest, a director who is interested in an actual or proposed transaction or arrangement with the company may be counted as participating in the decision-making process for quorum and voting purposes when
- (a) the members by ordinary resolution disappplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process,
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest, or
 - (c) the director's conflict of interest arises from a permitted cause
- For the purposes of this article, the following are permitted causes—
- (i) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries,
 - (ii) subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities, and
 - (iii) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors
- 34 4 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting
- 34 5 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
- 34 6 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
- 34 7 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting or of a committee of directors

35. Minutes

- 35 1 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
- (a) all annual and general meetings of the members, or
 - (b) meetings of the Board of directors or any committees

35 2 The written records of all meetings the Board of directors or any committees shall be tabled for consideration at the next available general meeting of members for consideration and, subject to Article 4, for confirmation if considered appropriate

36. Directors' Appointments and Interests

36 1 Subject to the provisions of the Act, the members may appoint one or more directors to the office of Chief Executive Officer or Managing Director or to any other executive office under the Company

36 2 Any such appointment, agreement or arrangement may be made upon such terms as the members determine and they may remunerate any such director for his services as they think fit

36 3 Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of contract of service between the director and the Company

36 4 Subject to the provisions of the Act and provided that he discloses to the members the nature and extent of any material interest of his, a director notwithstanding his office

- (a) may be a party to, or otherwise be interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,
- (b) may be a director or other officer, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested in, and
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment from any such transaction or arrangement or from any interest in such body corporate and no such transaction or arrangement or form any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit

36 5 For the purpose of the Act

- (a) a general notice to the Company that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified, and
- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

37. Directors' remuneration

37 1 Directors may undertake any services for the company that the members decide

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

37 2 Directors are entitled to such remuneration as the members determine by a vote on a resolution at the annual general meeting

37 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

37 4 Unless the members decide otherwise, directors' remuneration accrues from day to day

37 5 Unless the members 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

38. Directors' Expenses

38 1 The company may pay any reasonable expenses which the 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 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

39. Directors Gratuities and Pensions

39 1 Subject to the provisions of the Act the Company may provide benefits, whether by the payment of gratuities or pensions or by insurances or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well as before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit

PART 4

ADMINISTRATIVE ARRANGEMENTS

40. Means of Communication to be Used

- 40 1 Any notice to be given to or by any person pursuant to the Articles shall be in writing
- 40 2 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
- 40 3 Subject to the articles, any notice or document to be sent or supplied to a member or director in connection with the taking of decisions by a general meeting or board meeting may also be sent or supplied by the means by which that member or director has asked to be sent or supplied with such notices or documents for the time being
- 40 4 A member or director may agree with the company that notices or documents sent to that member or 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 not less than forty-eight hours
- 40 5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given
- 40 7 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it is called

41. Company Seals

- 41 1 Any common seal may only be used by the authority of the Company or as may be specifically delegated to the directors by a vote on a resolution at a general meeting
- 41 2 The Company may decide by what means and in what form any common seal is to be used
- 41 3 Unless otherwise decided by the company, if the company has a common seal and it is affixed to a document, the document must also be signed by at least two authorised persons or one authorised person in the presence of a witness who attests the signature

For the purposes of this article, an authorised person is

- (i) any director of the company,
- (ii) the company secretary (if any), or
- (iii) any person authorised by the company for the purpose of signing documents to which the common seal is applied

42. No Right to Inspect Accounts and Other Records

- 42 1 Except as provided by law or authorised by 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

43. Provision for Employees on Cessation of Business

- 43 1 The company 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

44 Indemnity

- 44 1 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

- 44 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

- 44 3 In this article

- (i) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (ii) a "relevant director" means any director or former director of the company or an associated company

45. Insurance

- 45 1 The company 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

In this article—

- (i) a "relevant director" means any director or former director of the company or an associated company,
- (ii) 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
- (iii) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate