

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 07512827

The Registrar of Companies for England and Wales, hereby certifies that

BYROM STREET HOLDINGS LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 1st February 2011



\*N07512827J\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



**Companies House**  
— for the record —

# IN01(ef)

## Application to register a company

Received for filing in Electronic Format on the: 01/02/2011



XMYA3RAV

*Company Name  
in full:*

**BYROM STREET HOLDINGS LIMITED**

*Company Type:*

**Private limited by guarantee**

*Situation of Registered  
Office:*

**England and Wales**

*Proposed Register  
Office Address:*

**BYROM STREET CHAMBERS 12 BYROM STREET  
MANCHESTER  
UNITED KINGDOM  
M3 4PP**

*I wish to adopt entirely bespoke articles*

*Company Director* **I**

*Type:* **Person**

*Full forename(s):* **MR RAYMOND DONANS**

*Surname:* **MACHELL**

*Former names:*

*Service Address:* **BYROM STREET CHAMBERS 12 BYROM STREET  
MANCHESTER  
UNITED KINGDOM  
M3 4PP**

*Country/State Usually Resident:* **UNITED KINGDOM**

*Date of Birth:* **08/04/1949**

*Nationality:* **BRITISH**

*Occupation:* **BARRISTER AT LAW**

*Consented to Act:* **Y**

*Date authorised:* **01/02/2011**

*Authenticated:* **YES**

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*Company Director* 2

*Type:* **Person**  
*Full forename(s):* **MR DAVID**

*Surname:* **HEATON**

*Former names:*

*Service Address:* **BYROM STREET CHAMBERS 12 BYROM STREET  
MANCHESTER  
UNITED KINGDOM  
M3 4PP**

*Country/State Usually Resident:* **UNITED KINGDOM**

*Date of Birth:* **26/10/1960** *Nationality:* **BRITISH**

*Occupation:* **BARRISTER AT LAW**

*Consented to Act:* **Y** *Date authorised:* **01/02/2011** *Authenticated:* **YES**

## Statement of Guarantee

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*I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :*

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

*Name:*        DAVID HEATON

*Address:*    BYROM STREET CHAMBERS 12 BYROM        *Amount Guaranteed:*    GBP1  
                 STREET  
                 MANCHESTER  
                 UNITED KINGDOM  
                 M3 4PP

*Name:*        RAYMOND DONANS MACHELL

*Address:*    BYROM STREET CHAMBERS 12 BYROM        *Amount Guaranteed:*    GBP1  
                 STREET  
                 MANCHESTER  
                 UNITED KINGDOM  
                 M3 4PP

*Name:*        GEOFFREY TATTERSALL

*Address:*    BYROM STREET CHAMBERS 12 BYROM        *Amount Guaranteed:*    GBP1  
                 STREET  
                 MANCHESTER  
                 UNITED KINGDOM  
                 M3 4PP

*Name:*        DAVID ALLAN

*Address:*    BYROM STREET CHAMBERS 12 BYROM        *Amount Guaranteed:*    GBP1  
                 STREET  
                 MANCHESTER  
                 UNITED KINGDOM  
                 M3 4PP

*Name:* WINSTON HUNTER

*Address:* BYROM STREET CHAMBERS 12 BYROM STREET  
MANCHESTER  
UNITED KINGDOM  
M3 4PP

*Amount Guaranteed:* GBP1

*Name:* CHRISTOPHER MELTON

*Address:* BYROM STREET CHAMBERS 12 BYROM STREET  
MANCHESTER  
UNITED KINGDOM  
M3 4PP

*Amount Guaranteed:* GBP1

*Name:* JAMES ROWLEY

*Address:* BYROM STREET CHAMBERS 12 BYROM STREET  
MANCHESTER  
UNITED KINGDOM  
M3 4PP

*Amount Guaranteed:* GBP1

*Name:* RICHARD PEARCE

*Address:* BYROM STREET CHAMBERS 12 BYROM STREET  
MANCHESTER  
UNITED KINGDOM  
M3 4PP

*Amount Guaranteed:* GBP1

*Name:* SALLY HATFIELD

*Address:* BYROM STREET CHAMBERS 12 BYROM STREET  
MANCHESTER  
UNITED KINGDOM  
M3 4PP

*Amount Guaranteed:* GBP1

*Name:* MARY RUCK

*Address:* BYROM STREET CHAMBERS 12 BYROM  
STREET  
MANCHESTER  
UNITED KINGDOM  
M3 4PP

*Amount Guaranteed:* GBP1

*Name:* DARRYL ALLEN

*Address:* BYROM STREET CHAMBERS 12 BYROM  
STREET  
MANCHESTER  
UNITED KINGDOM  
M3 4PP

*Amount Guaranteed:* GBP1

## Statement of Compliance

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:* **REICHMANN AND WING LIMITED**

*Agent's Address:* **41 WALSINGHAM ROAD  
ENFIELD  
UNITED KINGDOM  
EN2 6EY**

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## *Authorisation*

*Authoriser Designation:* **agent**

*Authenticated:* **Yes**

*Agent's Name:* **REICHMANN AND WING LIMITED**

*Agent's Address:* **41 WALSINGHAM ROAD  
ENFIELD  
UNITED KINGDOM  
EN2 6EY**



**THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE**

**Memorandum of Association**

**Of**

**Byrom Street Holdings Limited**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

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**Name of Subscriber**

David Heaton  
Raymond Donans Machell  
Geoffrey Tattersall  
David Allan  
Winston Hunter  
Christopher Melton  
James Rowley  
Richard Pearce  
Sally  
Mary Ruck  
Darryl Allen

**Hatfield**

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**Dated 01 February 2011**

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**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION OF**  
**Byrom Street Holdings Limited**

**PART 1 - INTERPRETATION AND LIMITATION OF LIABILITY**

**1 Defined terms**

**1.1. In these Articles, unless the context requires otherwise:**

“Act” means the Companies Act 2006;

“appointor” has the meaning given in article 21.1;

“Articles” means the company’s articles of association for the time being in force;

“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;

“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;

“chairman” has the meaning given in article 12;

“chairman of the meeting” has the meaning given in article 43;

“Chambers” means the barristers chambers known as Byrom Street Chambers 12 Byrom Street, Manchester, M3 4PP;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the company;

“Conflict” has the meaning given in article 15;

“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 Act;

“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);

“hard copy form” has the meaning given in section 1168 of the Act;

“instrument” means a document in hard copy form;

“member” has the meaning given to that term in section 112 of the Act;

“Member of Chambers” means a member for the time being of the Chambers;

“Model Articles” means the model articles for private companies limited by guarantee contained in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles;

“ordinary resolution” has the meaning given in section 282 of the Act;

“participate” in relation to a directors’ meeting, has the meaning given in article 10;

“proxy notice” has the meaning given in article 35;

“special resolution” has the meaning given in section 283 of the Act;

“subsidiary” has the meaning given in section 1159 of the Act; 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 Act as in force on the date when these Articles become binding on the Company.
- 1.3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4. A reference in these Articles to an "article" is a reference to the relevant article of these 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:
  - 1.5.1. any subordinate legislation from time to time made under it; and
  - 1.5.2. 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**

- 2.1. The liability of each member is limited to £1.00 being the amount that each member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a member or within one year after he ceases to be a member, for:
  - 2.1.1. payment of the Company's debts and liabilities contracted before he ceases to be a member;
  - 2.1.2. payment of the costs, charges and expenses of winding up; and
  - 2.1.3. adjustment of the rights of the contributories among themselves.

## **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 Members' reserve power**

- 4.1. The members 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:
  - 5.1.1. to such person or committee;
  - 5.1.2. by such means (including by power of attorney);
  - 5.1.3. to such an extent;
  - 5.1.4. in relation to such matters or territories; and
  - 5.1.5. 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. If:
  - 7.2.1. the company only has one director for the time being; and
  - 7.2.2. 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 not less than 7 business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.
- 9.2. Notice of any directors' meeting must indicate:
  - 9.2.1. its proposed date and time;
  - 9.2.2. where it is to take place; and
  - 9.2.3. 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 shall be given to each director 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:
  - 10.1.1. the meeting has been called and takes place in accordance with the Articles; and
  - 10.1.2. 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 the transaction of business at a meeting of directors is any two eligible directors.
- 11.3. For the purposes of any meeting (or part of a meeting) held pursuant to article 15 to authorise a director's conflict, if there is only one director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 11.4. If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
  - 11.4.1. to appoint further directors; or
  - 11.4.2. 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**

- 13.1. 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.
- 13.2. Article 13.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

### **14 Transactions or other arrangements with the company**

- 14.1. Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act 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:
  - 14.1.1. 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;
  - 14.1.2. 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;
  - 14.1.3. 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;
  - 14.1.4. 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;
  - 14.1.5. 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
  - 14.1.6. 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 Act)) 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 Act.
- 14.2. For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 14.3. Subject to article 14.4, 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.
- 14.4. 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.

## **15 Directors' 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 Act to avoid conflicts of interest (a "Conflict").
- 15.2. Any authorisation under this article will be effective only if:
  - 15.2.1. to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
  - 15.2.2. any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
  - 15.2.3. 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 under this article 15 may (whether at the time of giving the authorisation or subsequently):
  - 15.3.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 15.3.2. 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;
  - 15.3.3. provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
  - 15.3.4. impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - 15.3.5. provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict 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
  - 15.3.6. permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent to which they relate to such matters.
- 15.4. Where the directors authorise a Conflict 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.

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 of variation, in accordance with the terms of such authorisation.

15.6. A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict 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.

#### **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 Methods of appointing directors**

18.1. Subject to Article 18.2 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:

18.1.1. by ordinary resolution; or

18.1.2. by a decision of the directors.

18.2. No person who is not a member shall in any circumstances be eligible to hold office as a director.

18.3. Each member shall be entitled to be appointed as a director upon serving notice in writing of such appointment on the company.

#### **19 Termination of director's appointment**

19.1. A person ceases to be a director as soon as:

19.1.1. that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;

19.1.2. that person ceases to be a member;

19.1.3. that person ceases to be a Member of Chambers;

19.1.4. a bankruptcy order is made against that person;

19.1.5. a composition is made with that person's creditors generally in satisfaction of that person's debts and the company resolves that his office be vacated;

- 19.1.6. 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;
- 19.1.7. 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
- 19.1.8. 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.

## **20 Directors' expenses**

- 20.1. The company may pay any reasonable expenses which the directors (including alternate directors) and the secretary (if any) properly incur in connection with their attendance at:
    - 20.1.1. meetings of directors or committees of directors;
    - 20.1.2. general meetings; or
    - 20.1.3. 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.

## **ALTERNATE DIRECTORS**

### **21 Appointment and removal of alternate directors**

- 21.1. Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
    - 21.1.1. exercise that director's powers; and
    - 21.1.2. carry out that director's responsibilities;
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 21.2. 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.
  - 21.3. The notice must:
    - 21.3.1. identify the proposed alternate; and
    - 21.3.2. 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.

### **22 Rights and responsibilities of alternate directors**

- 22.1. 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.

22.2. Except as the Articles specify otherwise, alternate directors:

22.2.1. are deemed for all purposes to be directors;

22.2.2. are liable for their own acts and omissions;

22.2.3. are subject to the same restrictions as their appointors; and

22.2.4. 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.

22.3. A person who is an alternate director but not a director:

22.3.1. 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);

22.3.2. 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

No alternate may be counted as more than one director for such purposes.

22.4. 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).

22.5. 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.

## **23 Termination of alternate directorship**

23.1. An alternate director's appointment as an alternate terminates:

23.1.1. when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

23.1.2. 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;

23.1.3. on the death of the alternate's appointor; or

23.1.4. when the alternate's appointor's appointment as a director terminates.

## **24 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 – MEMBERS**

### **BECOMING & CEASING TO BE A MEMBER**

#### **25 Membership of the Company**

- 25.1. Subject to Articles 25.2 and 25.3, no person may be admitted to membership of the company other than the Members of Chambers and member and members shall be construed accordingly.
- 25.2. Neither Article 25.1 nor this Article 25.2 may be amended unless all of the then members agree to such amendment.
- 25.3. No person will become a member of the company unless:-
  - 25.3.1. that person has completed an application for membership in a form approved by the directors; and
  - 25.3.2. the directors have approved the application.
- 25.4. If and as soon as a member ceases to be a Member of Chambers he shall not be entitled to receive notice of or attend at, and shall have no voting rights at, general meetings of the company nor to receive or to have any voting rights in respect of any written resolutions of the company on and from the date when he ceased to be a Member of Chambers.

#### **26 Termination of membership**

- 26.1. A member of the company will cease to be a member immediately on ceasing to be a Member of Chambers.
- 26.2. A person's membership of the company terminates when that person dies or ceases to exist.
- 26.3. Membership is not transferable.

## **PART 4 - DECISION-MAKING BY MEMBERS**

### **ORGANISATION OF GENERAL MEETINGS**

#### **27 Attendance and speaking at general meetings**

- 27.1. 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.
- 27.2. A person is able to exercise the right to vote at a general meeting when:
  - 27.2.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - 27.2.2. 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.

- 27.3. 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.
- 27.4. 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.
- 27.5. 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.

## **28 Quorum for general meetings**

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. Subject to section 318 (2) of the Act, three qualifying persons (as defined) in section 318 (3) of the Act entitled to vote upon the business to be transacted shall be a quorum provided that where the Company has only a single member, the quorum shall be one such qualifying person.

## **29 Chairing general meetings**

- 29.1. If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 29.2. 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:
  - 29.2.1. the directors present, or
  - 29.2.2. (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.
- 29.3. The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

## **30 Attendance and speaking by directors and non-members**

- 30.1. The chairman of the meeting may permit other persons who are not:
  - 30.1.1. members of the company, or
  - 30.1.2. otherwise entitled to exercise the rights of shareholders in relation to general meetings,
    - to attend and speak at a general meeting.

## **31 Adjournment**

- 31.1. 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.

- 31.2. The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 31.2.1. the meeting consents to an adjournment, or
- 31.2.2. 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.
- 31.3. The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 31.4. When adjourning a general meeting, the chairman of the meeting must:
- 31.4.1. 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
- 31.4.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 31.5. 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 given):
- 31.5.1. to the same persons to whom notice of the company's general meetings is required to be given, and
- 31.5.2. containing the same information which such notice is required to contain.
- 31.6. 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**

### **32 Voting: general**

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.

### **33 Errors and disputes**

- 33.1. 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.
- 33.2. Any such objection must be referred to the chairman of the meeting, whose decision is final.

### **34 Poll votes**

- 34.1. A poll on a resolution may be demanded:
- 34.1.1. in advance of the general meeting where it is to be put to the vote, or
- 34.1.2. 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.



- 34.2. A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 34.3. A demand for a poll may be withdrawn if:
  - 34.3.1. the poll has not yet been taken, and
  - 34.3.2. the chairman of the meeting consents to the withdrawal.
- 34.4. Polls must be taken immediately and in such manner as the chairman of the meeting directs.

### **35 Content of proxy notices**

- 35.1. Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:
  - 35.1.1. states the name and address of the member appointing the proxy;
  - 35.1.2. identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
  - 35.1.3. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 35.1.4. is delivered to the company in accordance with the Articles not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised 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 directors, in their discretion, accept the notice at any time before the meeting.
- 35.2. The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 35.3. 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.
- 35.4. Unless a proxy notice indicates otherwise, it must be treated as:
  - 35.4.1. 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
  - 35.4.2. 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.

### **36 Delivery of proxy notices**

- 36.1. 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.
- 36.2. 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.

- 36.3. 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.
- 36.4. 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.

### **37 Amendments to resolutions**

- 37.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - 37.1.1. 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
  - 37.1.2. the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 37.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - 37.2.1. the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 37.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 37.3. 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 5 - ADMINISTRATIVE ARRANGEMENTS**

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

- 38.1. 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 Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the company.
- 38.2. Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
  - 38.2.1. if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
  - 38.2.2. if properly addressed and delivered by hand, when it was given or left at the appropriate address;

- 38.2.3. if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 38.2.4. 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.
- 38.3. For the purposes of this Article, no account shall be taken of any part of a day that is not a working day.
- 38.4. 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 Act.
- 38.5. 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.
- 38.6. 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.

#### **39 Company seals**

- 39.1. Any common seal may only be used by the authority of the directors.
- 39.2. The directors may decide by what means and in what form any common seal is to be used.
- 39.3. 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.
- 39.4. For the purposes of this Article, an authorised person is:
  - 39.4.1. any director of the company;
  - 39.4.2. the company secretary (if any); or
  - 39.4.3. any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

#### **40 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 member.

#### **41 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**

### **42 Indemnity**

- 42.1. Subject to article 42.2, a relevant director of the company or an associated company may be indemnified out of the company's assets against:
  - 42.1.1. 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;
  - 42.1.2. 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);
  - 42.1.3. any other liability incurred by that director as an officer of the company or an associated company.
- 42.2. 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.
- 42.3. In this article:
  - 42.3.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
  - 42.3.2. a "relevant director" means any director or former director of the company or an associated company.

### **43 Insurance**

- 43.1. 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.
- 43.2. In this article:
  - 43.2.1. a "relevant director" means any director or former director of the company or an associated company;
  - 43.2.2. a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that relevant 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
  - 43.2.3. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.