

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

**YOAKLEY CARE TRUSTEE LIMITED (Company Number
09357293) (the "Company")**

Adopted on 30th November 2015

INTRODUCTION

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires

Act: means the Companies Act 2006,

Appointor: has the meaning given in article 17(1),

Articles: means the Company's articles of association for the time being in force,

Charity: the charitable trust known as Michael Yoakley's Charity and governed by the Constitution,

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company,

Constitution: means the constitution of the Charity adopted pursuant to a scheme of the Charity Commission dated 9th March 1956 as varied or affected by the provisions of a scheme of the Charity Commission dated 20th November 1995 (as the same may be amended from time to time)

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 14, any director whose vote is not to be counted in respect of the particular matter),



Member: means a member of the Company,

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles, and

property: means any assets or property, whether real or personal, tangible or intangible, in respect of which money may be expended including, without limitation, rights, estates and interests in land, buildings and fixed and moveable assets, rights over and interests in stocks, shares, debentures and other securities of whatever nature, currencies, promissory notes, financial and other instruments, bills of exchange and other choses in action, and rights over and interests in patents, licences, patent rights, trade marks and names, service marks and names, designs, inventions and all other forms of and rights in intellectual property.

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles
- 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
- (a) any subordinate legislation from time to time made under it, and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles

1 8 Model Articles 2, 7, 8, 9(1) and (3), 11(2), 12, 13, 14(1), (2), (3) and (4), 17, 18, 20,
21, 22, 24, 30(2), 35, 38 and 39 shall not apply to the Company

2 OBJECTS

The objects for which the Company is established are as follows:

- 2 1 To hold office and act as the trustee of the Charity in accordance with the Constitution, to promote the objects of the Charity in any manner, either alone or with others; to exercise all powers exercisable by the trustee of the Charity under the Constitution in the promotion, administration and management of the Charity, and to undertake, do and perform all things that the directors shall consider necessary, desirable or appropriate in connection with the performance of such office
- 2 2 To hold office and act as the trustee of any other trust, to promote, administer and manage any such trust, to undertake, do and perform all things that the directors shall consider necessary, desirable or appropriate in connection with the performance of any such office, and to exercise each of the objects set out in articles 2 3 to 2 20 in connection with any such trust as if references in such articles to the "Charity" and the "Constitution" were references to such trust and to its constitution
- 2 3 To promote or join in the promotion of any body in connection with the Charity or any of the objects of the Charity, to be a member of or hold any partnership or other interest in any such body in connection with the Charity or any of the objects of the Charity, to administer or manage any such body, and to undertake, do and perform all things that the directors shall consider necessary, desirable or appropriate in connection with such membership or interest
- 2 4 To accept, take, and hold as trustee (with or without any discretion) the property of the Charity and any other property that may from time to time be conveyed, assigned or otherwise transferred to the Charity.
- 2 5 To undertake, administer and manage as trustee, in accordance with the Constitution, any property of the Charity and to exercise any rights of ownership or any other rights or powers, discretionary or otherwise, relating in any manner to any such property
- 2 6 To accept, take and assume as trustee the liabilities of the Charity and any other liabilities that may from time to time be incurred, suffered, assumed or otherwise accepted by or novated to the Charity

- 2 7 To perform any duty, function, or act in compliance with, and otherwise to carry into effect, any directions or instructions relating to any property vested in the Company or any directions or instructions that may be given to the Company by any duly constituted body entitled to give such directions or instructions
- 2 8 To purchase, take on lease/licence, exchange, hire, renew, subscribe for, or otherwise acquire, any estate or interest in any property and any rights and privileges for any purpose in connection with, or considered by the directors to be conducive or incidental to, the objects of Charity
- 2 9 To erect, maintain, alter, repair, restore, manage or insure (in any amount and against any risk) any property held by the Company; and to provide the same with all necessary fixtures, furniture, fittings, apparatus and appliances
- 2 10 To grant licences, easements, options and other rights over, or to sell, lease or in any other manner deal with or dispose of all or any part of or any right or interest in, the undertaking, property, rights and effects held by the Company as trustee, upon such terms (including the giving of warranties, indemnities, guarantees or undertakings) as the directors may think fit
- 2 11 To invest all or any part of the capital or income held by the Company as trustee of the Charity not immediately required for the objects of the Charity and to sell, realise and deal in any such investments in each case in accordance with the terms of the Constitution or otherwise as may be permitted by law (including any order of any body that has jurisdiction over the Charity)
- 2 12 To receive money on deposit or loan (with or without allowance of interest) and, subject to any consents that may be required, to borrow or otherwise raise money whether with or without security, to secure the payment by the Company or any other person of money by mortgage, charge, pledge or lien or in any other manner, either with or without the Company receiving any consideration or advantage; to mortgage, charge, pledge or otherwise grant security over all or any of the property held by the Company, and to give warranties, indemnities, guarantees or undertakings in support of any obligation of the Company or any other person in connection with any of the objects of the Charity
- 2 13 To advance and lend money with or without security and to guarantee the performance of the contracts or obligations of any person, and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Company or in connection with any agreement or arrangement whatsoever, whether or not the Company is a party to the same.

- 2 14 To provide by way of grant, donation, gift or otherwise (and whether or not for valuable consideration, money or money's worth), goods, services or other assistance or support to any person in connection with any of the objects of the Charity
- 2 15 To receive and apply money and other property from persons desiring to promote the objects of the Charity on such terms as shall be thought desirable by the directors, and to hold funds in trust for the same. To institute, conduct, defend, or compromise legal proceedings by and against the Company, the Charity or their respective officers or employees as such
- 2 16 To do and authorise to be done all acts, deeds, or assurances that may be necessary to register the Company or any interest of the Company in any property in any place as may in the opinion of the directors be necessary or desirable
- 2 17 To employ any person as an employee of the Company, to grant pensions, other benefits and gratuities to, and provide for the welfare of, any persons who are or at any time have been employees of the Company (but who have not been or are not directors), and the families, relations, connections or dependants of any such persons, to establish or support funds and bodies that may be considered likely to benefit any such persons or otherwise advance the interests of the Company or the Charity, and to institute or contribute to pension schemes and to act as a trustee of such schemes
- 2 18 To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, debentures, securities and other negotiable or transferable instruments
- 2 19 To the extent permitted by law, to purchase and maintain insurance for or for the benefit of any person who is or was at any time a director, other officer or employee of the Company or any other body under the control of the Company, against any liability incurred by such person in relation to or in connection with their duties, powers or offices in relation to the Company or any such other body.
- 2 20 To do all such other lawful things as the directors may think incidental or conducive to any of the above objects.

3 POWERS

In pursuance of the objects set out in article 2, the Company has the power to

- 3 1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company,
- 3 2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets,
- 3 3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit,
- 3 4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world,
- 3 5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary,
- 3 6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the objects in any way,
- 3 7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same,
- 3 8 enter into contracts to provide services to or on behalf of other bodies,
- 3 9 provide and assist in the provision of money, materials or other help,
- 3 10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments,

- 3 11 incorporate subsidiary companies to carry on any trade, and
- 3 12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in article 2

4 INCOME

- 4 1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in article 2
- 4 2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of
- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company,
 - (b) any interest on money lent by any Member or any director at a reasonable and proper rate,
 - (c) reasonable and proper rent for premises demised or let by any Member or director, or
 - (d) reasonable out-of-pocket expenses properly incurred by any director

5 WINDING UP

On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members but shall be transferred to the trustees for the time being of the Charity to be held on trusts applicable to the Charity or in default of such trusts shall be applied to some other charitable object

6 GUARANTEE

The liability of each Member is limited to £10, 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 the winding up, and
- (c) adjustment of the rights of the contributories among themselves

DIRECTORS

7 APPOINTMENT OF DIRECTORS

- 7 1 Subject to article 16, a person who is willing to act as a director may be appointed as a director by a resolution of the board of directors provided that prior to appointment, the person willing to act shall have executed and delivered to the Company such documents as the directors may require
- 7 2 Any such appointment may be made subject to the person satisfying any additional conditions and complying with any additional obligations that the directors may impose
- 7 3 Each appointment shall be for a term of five years but at the expiration of each five year period director concerned shall be eligible for re-appointment
- 7 4 An appointment may, but need not, be made before the date on which the term of office of an existing director comes to an end, to take effect on that date, in these circumstances
- (a) the appointment may not be made more than three months before the date on which the existing director's term of office is due to end, and
 - (b) any director whose term of office is about to come to an end must not vote in favour of their own re-appointment

8 DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 8 1 A director shall immediately cease to be a director if he.
- (a) is prohibited by law from acting as a director or trustee of a charity,
 - (b) becomes bankrupt or makes any arrangement or composition with his creditors generally,
 - (c) is the subject of an order made by a court on the grounds (however formulated) of mental disorder for the director's detention or for the appointment of some person to exercise powers with respect to his property or affairs and, in any case, the directors resolve that the director's office be vacated,
 - (d) is absent from all meetings of the directors held within a period of one year and the directors resolve that his office be vacated,
 - (e) gives notice of his intention to resign,
 - (f) no longer satisfies any conditions of his appointment, or
 - (g) is appointed for a specified period and such period expires

- 8 2 Following the occurrence of any of the circumstances set out in article 8 1, the directors shall wait until after the lapse of at least one calendar month to appoint a director to fill the vacancy arising

9 DIRECTORS' EXPENSES

- 9 1 The directors may authorise the payment or repayment by the Company to any director of any reasonable expenses properly incurred in connection with attendance at meetings of the directors or general meetings of the Company or the performance of his duties as a Member or director or otherwise in connection with the affairs of the Company

10 DECISION MAKING OF DIRECTORS

- 10 1 The general rule about decision-making by directors is that any decision of the directors must either be a majority decision taken at a meeting of the directors or a decision taken in accordance with article 10 2
- 10 2 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. 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. 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

11 DIRECTORS' MEETINGS

- 11 1 Ordinary meetings of the directors shall take place at least two times a year and shall be called by the chairman or any two directors by giving not less than 10 days' notice of the meeting to the directors
- 11 2 The chairman or any two directors may call a special meeting of the directors at any time by giving not less than four days' notice of the meeting to the directors
- 11 3 All meetings of the directors shall be held in Margate or London
- 11 4 Notice of a directors' meeting shall be given to each director in writing and shall include details of the business to be transacted at the meeting

12 **QUORUM FOR DIRECTORS' MEETINGS**

12 1 The quorum for the transaction of business at a meeting of directors is any three Eligible Directors

13 **CHAIRMAN**

13 1 At their first ordinary meeting in each year, the directors must elect one of their number to be a chairman of their meetings

13 2 The chairman shall always be eligible for re election as chairman

13 3 The directors must elect one of their number to chair the meeting if the chairman is not present within ten minutes after the time appointed for holding the meeting or the office of chairman is vacant

13 4 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 has a casting vote

13 5 Article 13 3 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 **DIRECTORS' CONFLICTS OF INTEREST**

14 1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest

14 2 Any authorisation under this article 14 shall be effective only if

- (a) 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,
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted

14 3 Any authorisation of a Conflict under this article 14 may (whether at the time of giving the authorisation or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
- (c) 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,
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
- (e) 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 shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters

14 4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict

14 5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation

14 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 in accordance with these Articles 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

14 7 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 Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
- (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested,
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from 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 nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

15 RECORDS OF DECISIONS TO BE KEPT

The directors must keep a record of their decisions

16 COMPOSITION OF THE BOARD OF DIRECTORS

- 16 1 The number of directors (other than alternate directors) shall not be less than three or more than ten
- 16 2 Two of the directors shall reside or carry on business in the Isle of Thanet or the City of Canterbury
- 16 3 One of the directors shall be a woman

17 **ALTERNATE DIRECTORS**

17.1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

- (a) exercise that director's powers, and
- (b) carry out that director's responsibilities,

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

17.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors

17.3 The notice must

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

18 **RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

18.1 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

18.2 Except as the Articles specify otherwise, alternate directors

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

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a Member

18.3 A person who is an alternate director but not a director

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating),

- (b) may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate), and
- (c) shall not be counted as more than one director for the purposes of articles 18 3(a) and (b)

18 4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

18 5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct

19 **TERMINATION OF ALTERNATE DIRECTORSHIP**

An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director,
- (c) on the death of the alternate's Appointor; or
- (d) when the alternate director's Appointor ceases to be a director for whatever reason

MEMBERS

20 **APPLICATION FOR MEMBERSHIP**

20 1 The number of Members shall not exceed ten

20 2 No person shall become a Member unless he has completed an application for membership in a form approved by the directors from time to time Subject thereto, and to being first appointed as a director pursuant to these Articles, such person shall

be admitted as a Member and the details of each Member shall be entered into the Register of Members by the directors

20 3 A Member may at any time withdraw from the Company by giving written notice to the Company

20 4 No person shall be a Member who is not also a director A Member shall cease to be a Member immediately if for any reason he ceases to be a director

21 **TRANSFER OF MEMBERSHIP**

21 1 Membership of the Company shall be personal to each Member, shall not be transferable and shall cease upon the Member's death

22 **GENERAL MEETINGS**

22 1 The chairman of the directors or any two directors may call a general meeting

22 2 A general meeting called for the purpose of passing a special resolution shall be called by at least 21 clear days' notice All other general meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed by all the Members entitled to attend and vote at the meeting

22 3 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted

22 4 The notice shall be given to all the Members

22 5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

23 **QUORUM**

23 1 No business shall be transacted at any general meeting unless a quorum shall be present when the meeting proceeds to business Four Members present and entitled to vote upon the business to be transacted shall be a quorum

24 VOTES OF MEMBERS

- 24 1 Subject to the Act, at any general meeting every Member who is present in person (or by proxy) shall on a show of hands have one vote and every Member present in person (or by proxy) shall on a poll have one vote
- 24 2 In the case of an equality of votes, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have
- 24 3 A resolution in writing signed or approved by letter, fax or email by or on behalf of all the Members entitled to vote on the relevant resolution shall be valid as if it had been passed at a general meeting of the Company duly convened and held. Such a resolution may consist of several documents each signed or approved by one or more of the Members entitled to vote

25 POLL VOTES

- 25 1 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
- 25 2 Article 30(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

26 PROXIES

- 26 1 Article 31(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 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"
- 26 2 Article 31(1) of the Model Articles shall be amended by the insertion of the words "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" as a new paragraph at the end of that article

ADMINISTRATIVE ARRANGEMENTS

27 MEANS OF COMMUNICATION TO BE USED

- 27 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

- (a) 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,
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

27 2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

28 **RULES**

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of members, membership fees and subscriptions and the admission criteria for members) If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail

29 **INDEMNITY AND INSURANCE**

29 1 Subject to article 29 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them, and
 - (ii) in relation to the Company's (or any associated company's) activities as trustee,

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default,

breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 29(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

29 2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly

29 3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

29 4 In this article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
- (c) a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)