

THE COMPANIES ACT 2006

COMMUNITY INTEREST COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

PITCH@PALACE C.I.C.

Incorporated the	day of	2015
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INTERPRETATION

1. **Defined Terms**

The interpretation of these **Articles** is governed by the provisions set out in the Schedule to the Articles. The emboldening of a word or expression on the first occasion that it is used indicates that the word or expression is defined in the Schedule.

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2. **Community Interest Company**

The **Company** shall be a community interest company.

3. **Asset Lock**

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

3.2.1 the transfer of assets to any specified **asset-locked body**, or (with the consent of the **Regulator**) to any other asset-locked body; or

3.2.2 the transfer of assets made for the benefit of the **Community** other than by way of a transfer of assets into an asset-locked body.

3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Articles of the Company.

3.4 If:

3.4.1 the Company is wound up under the Insolvency Act 1986; and

3.4.2 all its liabilities have been satisfied,

any residual assets shall be given or transferred to the asset-locked body specified in Article 3.5 below.

- 3.5 For the purposes of this Article 3, the following asset-locked body is specified as a potential recipient of the Company's assets under Articles 3.2 and 3.4.

Name The Prince Andrew Charitable Trust

Charity Registration Number (if applicable) 290140

Address Buckingham Palace, London SW1A IAA

4. **Not for Profit**

The Company is not established or conducted for private gain any surplus or assets are used principally for the benefit of the Community.

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. **Objects**

The objects of the Company are to carry on activities which benefit the Community and in particular (but without limitation) to promote enterprise and commerce for the benefit of the Community by supporting entrepreneurs in the development and acceleration of their business ideas.

6. **Powers**

To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

7. **Liability of Shareholders**

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

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

8. **Directors' General Authority**

- 8.1 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.

- 8.2 Without prejudice to Article 8.1, the Directors may:

8.2.1 appoint (and remove) any individual (who may be a Director) to act as **Secretary** to the Company;

8.2.2 make regulations consistent with the Articles, the **Companies Acts** and the **Regulations** to govern:

- (a) proceedings at general meetings;
 - (b) proceedings at meetings of the Directors and meetings of committees; and
 - (c) the administration of the Company and the use of its seal (if any),
- 8.2.3 establish procedures to assist in the resolution of disputes within the Company; and
- 8.2.4 exercise any powers of the Company which are not reserved to a general meeting.

9. Shareholders' Reserve Power

- 9.1 The shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specific action.
- 9.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

10. Chair

The Directors may appoint one of their number to be the **Chair** for such term of office as they may determine and may at any time remove him or her from office.

11. Directors may Delegate

- 11.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles or the implementation of their decisions or day to day management of the affairs of the Company:
 - 11.1.1 to such persons or committees;
 - 11.1.2 by such means (including by power of attorney);
 - 11.1.3 to such an extent;
 - 11.1.4 in relation to such matters or territories; and
 - 11.1.5 on such terms and conditions,as they think fit.
- 11.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 11.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

DECISION-MAKING BY DIRECTORS

12. Directors to take Decisions Collectively

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 18.

13. Calling a Directors' Meeting

13.1 The Directors must hold at least four meetings in each calendar year.

13.2 Any Director may call a Directors' meeting by giving reasonable notice of the meeting to each of the Directors or by authorising the Secretary (if any) to give such notice.

13.3 Every notice calling a Directors' meeting must specify:

13.3.1 its proposed date and time;

13.3.2 where it is to take place; and

13.3.3 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.

13.4 Notice of Directors' meetings must be given to each Director but need not be to **Writing**.

13.5 Notice of Directors' meetings may be sent by **Electronic Means** to an **Address** provided by the Director for the purpose.

14. Participation in Directors' Meetings

14.1 Subject to the Articles, Directors **participate** in a Directors' meeting, or part of a Directors' meeting, when:

14.1.1 the meeting has been called and takes place in accordance with the Articles; and

14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

14.2 In determining whether Directors are participating in a Directors' meeting it is irrelevant where any Director is or how they communicate with each other.

14.3 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.

15. Quorum for Directors' Meetings

15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

15.2 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 Directors of whom at least one must also be a **Charity Trustee** (save when all such Directors are disqualified for quorum purposes pursuant to Article 19) Unless otherwise fixed the quorum is two Directors

of whom at least one is also a Charity Trustee (save where all such Directors are disqualified for quorum purposes pursuant to Article 19).

- 15.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

15.3.1 to appoint further Directors; or

15.3.2 to call a general meeting so as to enable the shareholders to appoint further Directors.

16. Chairing of Directors' Meetings

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

17. Voting

- 17.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.

- 17.2 In all proceedings of Directors each Director must not have more than one vote, save that, in case of an equality of votes, the Chair or other Director chairing the meeting shall (subject to Article 17.3) have a second or casting vote.

- 17.3 The Chair or other Director shall not have a second or casting vote if, in accordance with the Articles, he is not to be counted as participating in the decision-making for quorum or voting purposes.

18. Decisions without a Meeting

- 18.1 A decision of the Directors is taken in accordance with this Article when a majority of eligible Directors indicate to each other by any means (including without limitation Electronic Means) that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by a majority of the eligible Directors or to which a majority of the eligible Directors have otherwise indicated agreement in Writing.

- 18.2 References in this Article 18 to **eligible Directors** are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.

- 18.3 A decision may not be taken in accordance with, this Article 18 if the eligible Directors would not have formed a quorum at a Directors' meeting.

19. Conflicts of Interest

- 19.1 A Director must avoid a situation in which he has a **Conflict of Interest**. This duty is not infringed if:

19.1.1 the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;

19.1.2 the situation is authorised by the Directors in accordance with Article 20;

19.1.3 the situation relates to the purchase of insurance in accordance with Article 50; or

- 19.1.4 the Conflict of Interest arises as a result of the Director's position as a Charity Trustee, provided always that in relation to any decision concerning an actual or proposed transaction or arrangement to which PACT is a party, the Director concerned complies with the procedure in Article 19.3.
- 19.2 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a **Conflict of Interest**, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.
- 19.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 18 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 20, he or she must:
- 19.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
- 19.3.2 not be counted in the quorum for that part of the meeting; and
- 19.3.3 withdraw during the vote and have no vote on the matter.
- 19.4 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.
- 19.5 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.
- 20. Directors' Power to Authorise a Conflict of Interest**
- 20.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:
- 20.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 19;
- 20.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum; and
- 20.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorization.
- 20.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 20 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 20.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been

authorised by the Directors in accordance with Article 20 (subject to any limits or conditions to which such approval was subject).

21. Register of Directors' interests

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

APPOINTMENT AND RETIREMENT OF DIRECTORS

22. Methods of Appointing Directors

22.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.

22.2 The Directors when complete shall consist of at least two and not more than seven individuals, of whom:

22.2.1 at least one must also be a Charity Trustee; and

22.2.2 at least one must not also be a Charity Trustee.

22.3 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:

22.3.1 by ordinary resolution,

22.3.2 by a decision of the Directors; or

22.3.3 by notice in Writing from PACT.

23. Termination of Director's Appointment

23.1 Except for Directors to whom Article 23.3 applies and subject to earlier termination under Article 24.4, Directors shall hold office for a period of three years.

23.2 Any retiring Director who remains qualified may be re-appointed, provided that no Directors may serve for more than three consecutive terms of office.

23.3 Subject to Article 23.4, any Director who is also a Charity Trustee shall hold office indefinitely. Article 23.1 shall not apply to Directors who are also Charity Trustees.

23.4 A person ceases to be a Director as soon as:

23.4.1 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;

23.4.2 a **bankruptcy** order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

23.4.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

- 23.4.4 the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- 23.4.5 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 (but only if at least the minimum number of Directors specified in Article 22.2 will remain in office when such resignation has taken effect);
- 23.4.6 notification in Writing is received by the Company from PACT that it wishes to remove the Director from office; or
- 23.4.7 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason.

24. Directors' Remuneration

- 24.1 Directors may undertake any services for the Company that the Directors decide.
- 24.2 Subject to the Articles, and in particular Article 3, Directors who are not Charity Trustees are entitled to such remuneration as the Directors determine:
 - 24.2.1 for their services to the Company as Directors; and
 - 24.2.2 for any other service which they undertake for the Company.
- 24.3 Subject to the Articles, and in particular Article 3, a Director's remuneration may:
 - 24.3.1 take any form; and
 - 24.3.2 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.
- 24.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 24.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

25. Directors' Expenses

- 25.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
 - 25.1.1 meetings of Directors or committees of Directors;
 - 25.1.2 general meetings; or
 - 25.1.3 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.

SHARES

26. All Shares to be Fully Paid Up

- 26.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be **paid** to the Company in consideration for its issue.
- 26.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's **Memorandum**.

27. Powers to Issue different Classes of Share

- 27.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 27.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such shares.
- 27.3 The Company shall not issue or allot shares without the prior written consent of PACT.

28. Company not bound by less than Absolute Interests

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

29. Share Certificates

- 29.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 29.2 Every certificate must specify:
 - 29.2.1 in respect of how many shares, of what class, it is issued;
 - 29.2.2 the nominal value of those shares;
 - 29.2.3 that the shares are **fully paid**; and
 - 29.2.4 any distinguishing numbers assigned to them.
- 29.3 No certificate may be issued in respect of shares of more than one class.
- 29.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 29.5 Certificates must:
 - 29.5.1 have affixed to them the Company's common seal: or

29.5.2 be otherwise executed in accordance with the Companies Acts.

30. Replacement Share Certificates

30.1 If a certificate issued in respect of a shareholder's shares is:

30.1.1 damaged or defaced; or

30.1.2 said to be lost, stolen or destroyed,

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

30.2 A shareholder exercising the right to be issued with such a replacement certificate

30.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

30.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

30.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

31. Share Transfers

31.1 Shares may be transferred by means of an **instrument** of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.

31.2 No fee may be charged for registering any instrument of transfer or other **Document** relating to or affecting the title to any share.

31.3 The Company may retain any instrument of transfer which is registered.

31.4 The transferor remains the holder of a share until the transferee's name is entered in the register of shareholders as holder of it.

31.5 The Directors may refuse to register the transfer of a share to a person of whom they do not approve.

31.6 They may also refuse to register the transfer unless it is lodged at the registered office of the Company or at such other place as the Directors may appoint and is accompanied by such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and by such other information, as they may reasonably require.

31.7 If the Directors refuse to register such a transfer, they shall, within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

31.8 The provisions of this Article apply in addition to any restrictions on the transfer of a share which maybe set out elsewhere in the Memorandum or Articles of the Company.

32. Purchase of Own Shares

Subject to the Articles and the Companies Acts, the Company may purchase its own shares (including any redeemable shares) and may make a payment in respect of the redemption or purchase of its own shares otherwise than out of the distributable profits of the Company or the proceeds of a fresh issue of shares. Any share so purchased shall be purchased at its nominal value.

33. Transmission of Shares

33.1 If title to a share passes to a **transmittee**, the Company may only recognise the transmittee as having any title to that share.

33.2 A transmittee who produces such evidence of entitlement to shares as the Directors may properly require:

33.2.1 may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person; and

33.2.2 subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

33.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

34. Exercise of Transmittees' Rights

34.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in Writing of that wish.

34.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

34.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

35. Transmittees bound by Prior Notices

35.1 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of shareholders.

DIVIDENDS AND OTHER DISTRIBUTIONS

36. Procedure for Declaring Dividends

36.1 Subject to the Companies Acts, the Regulations and the Articles, the company may by ordinary resolution declare dividends, and the Directors may, provided that such decision is authorised by an ordinary resolution of the shareholders, decide to pay interim dividends.

- 36.2 For the avoidance of doubt the payment of dividends shall be considered to be a transfer of assets other than for full consideration and shall not be permitted other than in the circumstances prescribed in Article 3.
- 36.3 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 36.4 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 36.5 Unless the shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 36.6 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 36.7 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 36.8 If the Directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

37. Payment of Dividends and Other Distributions

- 37.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
- 37.1.1 transfer to a bank or building society account indicated by the **distribution recipient** either in Writing or as the Directors may otherwise decide;
 - 37.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered Address (if the distribution recipient is a holder of the share), or (in any other case) to an Address indicated by the distribution recipient either in Writing or as the Directors may otherwise decide;
 - 37.1.3 sending a cheque made payable to such person by post to such person at such Address as the distribution recipient has indicated either in Writing or as the Directors may otherwise decide; or
 - 37.1.4 any other means of payment as the Directors agree with the distribution recipient either in Writing or by such other means as the Directors decide.
- 37.2 In the Articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable:
- 37.2.1 the holder of the share; or
 - 37.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or

- 37.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

38. No Interest on Distributions

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

- 38.1.1 the terms on which the share was issued; or
- 38.1.2 the provisions of another agreement between the holder of that share and the Company.

39. Unclaimed Distributions

- 39.1 All dividends or other sums which are:

- 39.1.1 payable in respect of shares; and
- 39.1.2 unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

- 39.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

- 39.3 If:

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

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

40. Non-cash Distributions

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

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

- 40.2.1 fixing the value of any assets;
- 40.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- 40.2.3 vesting any assets in trustees.

41. Waiver of Distributions

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

- 41.1.1 the share has more than one holder; or
- 41.1.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

CAPITALISATION OF PROFITS

42. Authority to Capitalise and Appropriation of Capitalised Sums

42.1 Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution:

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

42.2 Capitalised sums must be applied:

- 42.2.1 on behalf of the persons entitled; and
- 42.2.2 in the same proportions as a dividend would have been distributed to them.

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

42.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

42.5 Subject to the Articles the Directors may:

- 42.5.1 apply capitalised sums in accordance with Articles 42.3 and 42.4 partly in one way and partly in another;
- 42.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
- 42.5.3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.

DECISION-MAKING BY SHAREHOLDERS

43. Shareholders Meetings

- 43.1 The Directors may call a general meeting at any time.
- 43.2 General meeting must be held in accordance with the provisions regarding such meetings in the Companies Act.
- 43.3 A person who is not a shareholder of the Company shall not have any right to vote at a general meeting of the Company, but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- 43.4 Article 43.3 shall not prevent a person who is a proxy for a shareholder or a duly authorised representative of a shareholder from voting at a general meeting of the Company.

WRITTEN RESOLUTIONS

44. Written Resolutions

- 44.1 Subject to Article 44.3, a written resolution of the Company passed in accordance with this Article 44 shall have effect as if passed by the Company in general meeting:
 - 44.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible shareholders;
 - 44.1.2 A written resolution is passed as a special resolution if it is passed by shareholders representing not less than 75% of the total voting rights of eligible shareholders. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 44.2 In relation to a resolution proposed as a written resolution of the Company the eligible shareholders are the shareholders who would have been entitled to vote on the resolution on the **Circulation Date** of the resolution.
- 44.3 A shareholders' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution
- 44.4 A copy of the written resolution must be sent to every shareholder together with a statement informing the shareholder how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.
- 44.5 A shareholder signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution:
 - 44.5.1 If the Document is sent to the Company in **Hard Copy Form**, it is authenticated if it bears the shareholder's signature;
 - 44.5.2 If the Document is sent to the Company by Electronic Means, it is authenticated if it bears the shareholder's signature or if the identity of the

shareholder is confirmed in a manner agreed by the Directors or if it is accompanied by a statement of the identity of the shareholder and the Company has no reason to doubt the truth of that statement or if it is from an email Address notified by the shareholder to the Company for the purposes of receiving Documents or information by Electronic Means.

- 44.6 A written resolution is passed when the required majority of eligible shareholders have signified their agreement to it.
- 44.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the Circulation Date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

45. Means of Communication to be Used

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

46. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

47. Minutes

- 47.1 The Directors must cause minutes to be made in books kept for the purpose:
 - 47.1.1 of all appointments of officers made by the Directors;
 - 47.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
 - 47.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the

proceedings were had, or by the chair of the next succeeding meeting, shall, as against any shareholder or Director of the Company, be sufficient evidence of the proceedings.

- 47.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

48. Records and Accounts

The Directors shall comply with the requirements of the Companies Acts as to maintaining a shareholders' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

- 48.1.1 annual reports;
- 48.1.2 annual returns;
- 48.1.3 annual statements of account; and
- 48.1.4 where applicable, community interest company reports.

- 48.2 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.

49. Indemnity

- 49.1 Subject to Article 49.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

- 49.1.1 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;
- 49.1.2 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);
- 49.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.

- 49.2 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.

- 49.3 In this Article:

- 49.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 49.3.2 a "relevant Director" means any Director or former Director of the Company or an associated company.

50. Insurance

50.1 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.

50.2 In this Article:

50.2.1 a **relevant Director** means any Director or former Director of the Company or an associated company;

50.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant Director in connection with that 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

50.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

51. Exclusion of Model Articles

The relevant model articles for a company limited by shares are hereby expressly excluded.

Schedule **Interpretation**

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Address includes a number or address used for the purposes of sending or receiving Documents by Electronic Means.

Articles means the Company's Articles of Association.

asset-locked body means:

- (a) a community interest company or a charity or a Permitted Industrial and Provident Society; or
- (b) a body established outside the United Kingdom that is equivalent to any of those.

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.

Chair has the meaning given in Article 10.

charity has the meaning set out in section 1 of the Charities Act 2011.

Charity Trustee means a trustee of PACT.

Circulation Date in relation to a written resolution, has the meaning given to it in the Companies Acts.

Clear Days in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

Community is to be construed in accordance with the section 35(5) of the Companies (Audit, Investigations and Community Enterprise) Act 2004.

Companies Acts means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company.

Company means Pitch@Palace C.I.C.

Conflict of Interest any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts or might conflict with the interests of the Company.

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

distribution recipient has the meaning given in Article 37.2.

Document includes, unless otherwise indicated, any document sent or supplied in **Electronic Form**.

Electronic Form and Electronic Means have the meanings respectively given to them in section 1168 of the Companies Act 2006.

fully paid in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company.

Hard Copy Form has the meaning given in section 1168 of the Companies Act 2006.

holder in relation to shares means the person whose name is entered in the register of shareholders as the holder of the shares.

instrument means a document in Hard Copy Form.

Memorandum means the Company's Memorandum of Association.

PACT means the Prince Andrew Charitable Trust, a charity registered in England and Wales under charity no 290140).

paid means paid or credited as paid.

participate in relation to a Directors' meeting, has the meaning given in Article 14.

Permitted Industrial and Provident Society means an industrial and provident society which has a restriction on the use of its assets in accordance with regulation 4 of the *Community Benefit Societies (Restriction on Use of Assets) Regulations 2006* or regulation 4 of the *Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006*.

Regulations means the Community Interest Company Regulations 2005 (as amended).

Regulator means the Regulator of Community Interest Companies.

Secretary means the secretary of the Company (if any).

shareholder means a person who is the holder of a share.

shares mean shares in the Company.

specified means specified in the Memorandum or Articles for the purposes of this paragraph.

subsidiary has the meaning given in section 1159 of the Companies Act 2006.

transfer includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property.

transmittee means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.

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.

2. Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. References to one gender shall include any other gender.
4. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Acts as in force on the date when these Articles become binding on the Company.