

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number NI629131

The Registrar of Companies for Northern Ireland, hereby  
certifies that

ULSTER CARPET MILLS MERGED PENSION PLAN TRUSTEE  
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 Northern Ireland

Given at Companies House, Belfast, on **4th February 2015**



\*NNI629131E\*

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



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

# IN01(ef)

## Application to register a company

Received for filing in Electronic Format on the: 04/02/2015



X40J4M5K

*Company Name in full:* **ULSTER CARPET MILLS MERGED PENSION PLAN TRUSTEE LIMITED**

*Company Type:* **Private limited by guarantee**

*Situation of Registered Office:* **Northern Ireland**

*Proposed Register Office Address:* **CASTLEISLAND FACTORY  
CRAIGAVON  
COUNTY ARMAGH  
UNITED KINGDOM  
BT62 1EE**

*I wish to adopt entirely bespoke articles*

*Company Director*    ***1***

*Type:*                                **Person**

*Full forename(s):*                **EDWARD BRICE**

*Surname:*                         **WILSON**

*Former names:*

*Service Address:*                **CASTLEISLAND FACTORY  
CRAIGAVON  
COUNTY ARMAGH  
UNITED KINGDOM  
BT62 1EE**

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

*Date of Birth:*    **26/05/1940**                                *Nationality:*    **BRITISH**

*Occupation:*    **COMPANY DIRECTOR**

*Consented to Act:*    **Y**                                *Date authorised:*    **04/02/2015**                                *Authenticated:*    **YES**

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*Company Director* 2

*Type:* **Person**  
*Full forename(s):* **MARY ALYS**

*Surname:* **MONTGOMERY**

*Former names:*

*Service Address:* **CASTLEISLAND FACTORY  
CRAIGAVON  
COUNTY ARMAGH  
UNITED KINGDOM  
BT62 1EE**

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

*Date of Birth:* **13/07/1964** *Nationality:* **BRITISH**

*Occupation:* **COMPANY DIRECTOR**

*Consented to Act:* **Y** *Date authorised:* **04/02/2015** *Authenticated:* **YES**

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*Company Director*    **3**

*Type:*                                **Person**

*Full forename(s):*                **JEREMY EDWARD BRICE**

*Surname:*                                **WILSON**

*Former names:*

*Service Address:*                    **CASTLEISLAND FACTORY  
CRAIGAVON  
COUNTY ARMAGH  
UNITED KINGDOM  
BT62 1EE**

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

*Date of Birth:*    **25/06/1970**                                *Nationality:*    **BRITISH**

*Occupation:*    **COMPANY DIRECTOR**

*Consented to Act:*    **Y**                                *Date authorised:*    **04/02/2015**                                *Authenticated:*    **YES**

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*Company Director* 4

*Type:* **Person**  
*Full forename(s):* **RICHARD JAMES**

*Surname:* **WILSON**

*Former names:*

*Service Address:* **CASTLEISLAND FACTORY  
CRAIGAVON  
COUNTY ARMAGH  
UNITED KINGDOM  
BT62 1EE**

*Country/State Usually Resident:* **USA**

*Date of Birth:* **31/07/1969** *Nationality:* **BRITISH**

*Occupation:* **CHARTERED ACCOUNTANT**

*Consented to Act:* **Y** *Date authorised:* **04/02/2015** *Authenticated:* **YES**

---

*Company Director*    **5**

*Type:*                      **Person**

*Full forename(s):*        **SAMUEL**

*Surname:*                **BINGHAM**

*Former names:*

*Service Address:*        **CASTLEISLAND FACTORY  
CRAIGAVON  
COUNTY ARMAGH  
UNITED KINGDOM  
BT62 1EE**

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

*Date of Birth:*    **24/07/1957**                      *Nationality:*    **BRITISH**

*Occupation:*    **LOOM TECHNICIAN**

*Consented to Act:*    **Y**                      *Date authorised:*    **04/02/2015**                      *Authenticated:*    **YES**

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*Company Director*    **6**

*Type:*                            **Person**

*Full forename(s):*            **SCOTT ALEXANDER**

*Surname:*                      **KELLY**

*Former names:*

*Service Address:*            **CASTLEISLAND FACTORY  
CRAIGAVON  
COUNTY ARMAGH  
UNITED KINGDOM  
BT62 1EE**

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

*Date of Birth:*    **17/08/1980**                            *Nationality:*    **BRITISH**

*Occupation:*    **ELECTRICIAN**

*Consented to Act:*    **Y**                      *Date authorised:*    **04/02/2015**                      *Authenticated:*    **YES**

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*Company Director* 7

*Type:* **Person**

*Full forename(s):* **JOHN WILLIAM JAMES**

*Surname:* **MINNIS**

*Former names:*

*Service Address:* **CASTLEISLAND FACTORY  
CRAIGAVON  
COUNTY ARMAGH  
UNITED KINGDOM  
BT62 1EE**

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

*Date of Birth:* **11/05/1960**

*Nationality:* **BRITISH**

*Occupation:* **R & D ENGINEER**

*Consented to Act:* **Y**

*Date authorised:* **04/02/2015**

*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:*        **ULSTER CARPET MILLS (HOLDINGS) LIMITED**

*Address:*    **CASTLEISLAND FACTORY  
CRAIGAVON  
COUNTY ARMAGH  
UNITED KINGDOM  
BT62 1EE**

*Amount Guaranteed:*    **£1.00**

## Statement of Compliance

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

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## *Authorisation*

*Authoriser Designation:* **subscriber**

*Authenticated:* **Yes**

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**THE COMPANIES ACTS 2006**

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**PRIVATE COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM OF ASSOCIATION**

**OF**

**ULSTER CARPETS MERGED PENSION PLAN TRUSTEE 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 each subscriber

Authentication by each subscriber

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Ulster Carpet Mills (Holdings) Limited

Dated: 4 February 2015

COMPANY NUMBER: [REDACTED]

**THE COMPANIES ACT 2006**

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**PRIVATE COMPANY LIMITED BY GUARANTEE**

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**Articles of Association**

**of**

**ULSTER CARPETS MERGED PENSION PLAN TRUSTEE LIMITED**

**Date: [REDACTED]**



**Pinsent Masons**

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## PART 1

### INTERPRETATION AND LIMITATION OF LIABILITY

#### 1. DEFINED TERMS

1.1 In these articles, unless the context requires otherwise:

<b>"Articles"</b>	means the Company's articles of association
<b>"bankruptcy"</b>	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy
<b>"chairman"</b>	has the meaning given in article 12
<b>"chairman of the meeting"</b>	has the meaning given in article 25
<b>"Companies Acts"</b>	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company
<b>"director"</b>	means a director of the Company, and includes any person occupying the position of director, by whatever name called
<b>"document"</b>	includes, unless otherwise specified, any document sent or supplied in electronic form
<b>"electronic form"</b>	has the meaning given in section 1168 of the Companies Act 2006
<b>"member"</b>	has the meaning given in section 112 of the Companies Act 2006
<b>"ordinary resolution"</b>	has the meaning given in section 282 of the Companies Act 2006
<b>"participate"</b>	in relation to a directors' meeting, has the meaning given in Article 10
<b>"Plan"</b>	means the registered pension scheme known as the Ulster Carpets Merged Pension Plan
<b>"proxy notice"</b>	has the meaning given in Article 31
<b>"special resolution"</b>	has the meaning given in section 283 of the Companies Act 2006
<b>"subsidiary"</b>	has the meaning given in section 1159 of the Companies Act 2006
<b>"writing"</b>	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.



## **2. LIABILITY OF MEMBERS**

- 2.1 The liability of each member is limited to £1, 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:
- 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 these 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 these Articles, the directors may by unanimous decision in accordance with Article 8, delegate any of the powers, duties and discretions which are conferred on them under the Articles:
- 5.1.1 to any one or more of the directors (including a committee of them); or
  - 5.1.2 to any person, firm or corporation appointed or employed by the company in connection with the Plan, and
  - 5.1.3 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, by unanimous decision (other than the delegate(s)) in accordance with Article 8, 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. If:

7.1.1 the Company only has one director; and

7.1.2 no provision of the Articles requires it to have more than one director,

the general rule does not apply, and the director may 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, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

- 8.3 References in this Article 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.

- 8.4 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.

### **9. CALLING A DIRECTORS' MEETING**

- 9.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

- 9.2 Notice of any directors' meeting must indicate:

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 must be given to each director, but need not be in writing.

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

### **10. PARTICIPATION IN DIRECTORS' MEETINGS**

- 10.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

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 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, and unless otherwise fixed it is two.

11.3 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:

11.3.1 to appoint further directors; or

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

## **12. CHAIRING OF DIRECTORS' MEETINGS**

12.1 The directors may appoint a director to chair their meetings either by agreement or by lot among them.

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 Where more than three directors are present and in the event of any equality of votes, the chairman or other director chairing the meeting has a casting vote.

13.2 Article 13.1 does not apply if, in accordance with the Articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **14. CONFLICTS OF INTEREST**

### **14.1 Interests in transactions and arrangements with the Company**

14.1.1 Subject to the provisions of the Companies Acts and to Article 14.2, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:-

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

(b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

(c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and

no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

14.1.2 For the purposes of Article 14.1.1:-

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

14.1.3 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

14.1.4 Subject to Article 14.1.5, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

14.1.5 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.

14.1.6 Subject to:-

- (a) the provisions of Sections 177 and 182 of the Companies Act 2006; and
- (b) to the terms of any authorisation of a conflict made in accordance with the provisions of Article 14.2,

a director may vote at any meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty. The director shall be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote shall be counted.

**14.2 Powers of directors to authorise conflicts of interest**

14.2.1 The directors may authorise, to the fullest extent permitted by law, any matter proposed to them which would otherwise result in a director infringing his duty under section 175 of the Companies Act 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest.

14.2.2 Authorisation of a matter under Article 14.2.1 is effective only if:-

- (a) the matter has been proposed to the directors by its being submitted in writing for consideration at a meeting of the directors or for the authorisation of the directors by resolution in writing and in accordance with the directors' normal procedures or in such other manner as the directors may approve;
- (b) any requirement as to quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other interested director; and

- (c) the matter has been agreed to without the director in question and any other interested director voting or would have been agreed to if their votes had not been counted.
- 14.2.3 Any authorisation of a matter under Article 14.2.1 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- 14.2.4 The directors may authorise a matter pursuant to Article 14.2.1 on such terms and for such duration, or impose such limits or conditions on it, as they may decide and vary the terms or duration of such an authorisation (including any limits or conditions imposed on it) or revoke it. A director shall comply with any obligations imposed on him by the directors pursuant to any such authorisation.
- 14.2.5 Any terms imposed by the directors under Article 14.2.4 may include (without limitation):-
  - (a) whether the director may vote (or be counted in the quorum) at a meeting of the directors or any committee or sub-committee of the directors in relation to any resolution relating to the relevant matter;
  - (b) whether the director is to be given any documents or other information in relation to the relevant matter; and
  - (c) whether the director is to be excluded from discussions in relation to the relevant matter at a meeting of the directors or any committee or sub-committee of the directors or otherwise.
- 14.2.6 Any authorisation of a matter under Article 14.2.1 may provide that where the director in question obtains (other than through his position as a director of the Company) information that is confidential to a third party, he shall not be required to disclose it to the Company or to use or apply it in performing his duties as a director if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter.
- 14.2.7 A director does not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 if he acts in accordance with such terms, limits and conditions (if any) as the directors may impose in respect of its authorisation of the director's conflict of interest or possible conflict of interest under Article 14.2.1.
- 14.2.8 A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the directors under Article 14.2.1 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.
- 14.2.9 A reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

## 15. **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.

## 16. **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 AND SECRETARY**

**17. METHODS OF APPOINTING DIRECTORS**

- 17.1 Subject to Article 17.2 the principal employer shall from time to time have the right to appoint, by notice in writing addressed to the Company, and to maintain in office, any person who is willing to act as a director, and is permitted by law to do so. The principal employer must not make an appointment under this Article 17.1 if the appointment would result in a higher total number of directors and would thereby mean that fewer than one third of the directors were member-nominated directors for the purposes of Section 242 of the Pensions Act 2004.
- 17.2 The principal employer shall appoint, by notice in writing addressed to the Company, any person who has been nominated or selected in accordance with Section 242 of the Pensions Act 2004 as a director in order to ensure that at least one third of the total number of directors of the Company are member-nominated directors at any time.
- 17.3 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have a bankruptcy order made against him has the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person) who is willing to act and is permitted to do so, to be a director.
- 17.4 For the purposes of Article 17.3, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

**18. TERMINATION OF DIRECTOR'S APPOINTMENT**

- 18.1 A person ceases to be a director as soon as:-
- 18.1.1 in the case of a person appointed pursuant to Article 17.2, his appointment period as a member-nominated director comes to an end, and the other directors resolve that he shall cease to be a director.
  - 18.1.2 in the case of any other director, the principal employer notifies the Company in writing that the director's appointment is to cease, such cessation to take effect from such date as may be specified by the principal employer in the notice;
  - 18.1.3 that person ceases to be a director by virtue of any provision of the Act or these Articles or is prohibited from being a director by law;
  - 18.1.4 a bankruptcy order is made against that person;
  - 18.1.5 a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - 18.1.6 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;
  - 18.1.7 one month's notice 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;
  - 18.1.8 he is convicted of a criminal offence (other than a motoring offence or series of offences not resulting in disqualification) and the directors resolve that his office be vacated;
  - 18.1.9 in the case of a director who is not a member-nominated director, he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated; or
  - 18.1.10 all the other directors unanimously resolve that his office be vacated.

- 18.2 In addition and without prejudice to the provisions of section 168 of the Companies Act 2006, the Company may, subject to the provisions of Section 242 of the Pensions Act 2004, by ordinary resolution (whether at a general meeting or in writing and without special notice) remove any director before the expiration of his period of office and may by ordinary resolution (whether at a general meeting or in writing and without any special notice) appoint another director in his place.

**19. DIRECTORS' REMUNERATION**

- 19.1 Directors may undertake any services for the Company that the directors decide.

- 19.2 Directors are entitled to such remuneration as the directors determine:

19.2.1 for their services to the company as directors, and

19.2.2 for any other service which they undertake for the Company.

- 19.3 Subject to the articles, a director's remuneration may:

19.3.1 take any form, and

19.3.2 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.

- 19.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

- 19.5 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.

**20. DIRECTORS' EXPENSES**

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

(a) meetings of directors or committees of directors;

(b) general meetings; or

(c) separate meetings of the holders of debentures of the Company,

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

**21. SECRETARY**

- 21.1 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 to remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

- 21.2 No person shall be appointed or hold office as secretary who is:-

21.2.1 the sole director of the Company;

21.2.2 a corporation, the sole director of which is the sole director of the Company; or

21.2.3 the sole director of a corporation which is the sole director of the Company.

- 21.3 A provision of the Companies Act 2006 requiring or authorising a thing to be done by or to a director and the secretary shall not be satisfied by its being done by or to the same person acting both as director and, as, or in place of, the secretary.

### **PART 3**

## **MEMBERS**

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

#### **22. APPLICATIONS FOR MEMBERSHIP**

No person shall become a member of the Company unless:-

- (a) that person has completed an application for membership in a form approved by the directors, and
- (b) the directors have approved the application.

#### **23. TERMINATION OF MEMBERSHIP**

- 23.1 A member may withdraw from membership of the Company by giving 7 days' notice to the Company in writing.
- 23.2 Membership is not transferable.
- 23.3 A person's membership terminates when that person dies or ceases to exist.

### **ORGANISATION OF GENERAL MEETINGS**

#### **24. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 24.1 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.
- 24.2 A person is able to exercise the right to vote at a general meeting when:-
- 24.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - 24.2.2 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.
- 24.3 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.
- 24.4 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.
- 24.5 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.

#### **25. 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.



**26. CHAIRING GENERAL MEETINGS**

- 26.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 26.2 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:-
- 26.2.1 the directors present; or
- 26.2.2 (if no directors are present), the meeting,
- must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 26.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

**27. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

- 27.1 Directors may attend and speak at general meetings, whether or not they are members.
- 27.2 The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

**28. ADJOURNMENT**

- 28.1 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.
- 28.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:-
- 28.2.1 the meeting consents to an adjournment; or
- 28.2.2 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.
- 28.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 28.4 When adjourning a general meeting, the chairman of the meeting must:-
- 28.4.1 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
- 28.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 28.5 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):-
- 28.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and
- 28.5.2 containing the same information which such notice is required to contain.

- 28.6 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**

### **29. 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.

### **30. ERRORS AND DISPUTES**

- 30.1 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.

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

### **31. POLL VOTES**

- 31.1 A poll on a resolution may be demanded:-

31.1.1 in advance of the general meeting where it is to be put to the vote; or

31.1.2 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.

- 31.2 A poll may be demanded by:-

31.2.1 the chairman of the meeting;

31.2.2 the directors;

31.2.3 two or more persons having the right to vote on the resolution; or

31.2.4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

- 31.3 A demand for a poll may be withdrawn if:-

31.3.1 the poll has not yet been taken; and

31.3.2 the chairman of the meeting consents to the withdrawal.

- 31.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

### **32. CONTENT OF PROXY NOTICES**

- 32.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:-

32.1.1 states the name and address of the member appointing the proxy;

32.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

32.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

- 32.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 32.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 32.3 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.
- 32.4 Unless a proxy notice indicates otherwise, it must be treated as:-
- 32.4.1 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
- 32.4.2 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.
- 33. DELIVERY OF PROXY NOTICES**
- 33.1 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.
- 33.2 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.
- 33.3 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.
- 33.4 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.
- 34. AMENDMENTS TO RESOLUTIONS**
- 34.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:-
- 34.1.1 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
- 34.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 34.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:-
- 34.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 34.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 34.3 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 4**

## **ADMINISTRATIVE ARRANGEMENTS**

### **35. MEANS OF COMMUNICATION TO BE USED**

- 35.1 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.
- 35.2 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.
- 35.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

### **36. COMPANY SEALS**

- 36.1 Any common seal may only be used by the authority of the directors.
- 36.2 The directors may decide by what means and in what form any common seal is to be used.
- 36.3 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.
37. For the purposes of this Article, an authorised person is:-
- 37.1.1 any director of the Company;
  - 37.1.2 the Company secretary (if any); or
  - 37.1.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

### **38. 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.

### **39. 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.

## **PART 5**

### **DIRECTORS' INDEMNITY AND INSURANCE**

## 40. INDEMNITY

40.1 Subject to Article 40.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:-

40.1.1 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:-

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

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 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 40.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

40.2 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.

40.3 In this Article:-

40.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

40.3.2 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006, 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).

## 41. INSURANCE

41.1 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.

41.2 In this Article:-

41.2.1 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any such company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006, 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);

41.2.2 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

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