

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

ENTERPRISE M3 LIMITED

(the Company)

1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Accountable Body	means a body appointed to hold and manage the functions of the Local Enterprise Partnership;
Act	means the Companies Act 2006;
Address	has the meaning given in section 1148 of the Act;
AGM	means an annual general meeting of the members of the Company as provided for in Article 23;
Articles	means the Company's articles of association for the time being in force;
Assurance Framework	means the National Government policy and procedures relating to the governance of the Local Enterprise Partnerships;
Business Day	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
Chair	has the meaning given in article 16.1;
Companies Acts	means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;
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;
Deputy Chair	means a director appointed to hold that office for the Local Enterprise Partnership;

director	means a director of the Company, and includes any person occupying the position of director, by whatever name called;
Document	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form	has the meaning given in section 1168 of the Act;
electronic means	has the meaning given in section 1168 of the Act;
Eligible Director	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to article 18, any director whose vote is not to be counted in respect of the particular matter);
Interested Director	has the meaning given in article 18.3;
Member	means a member of the Company;
LEP area	the geographical area as agreed with Government for Enterprise M3 from time to time, including but not limited to the following areas: Basingstoke and Deane Borough Council; East Hampshire District Council; Elmbridge Borough Council; Guildford Borough Council; Hart District Council; Runnymede Borough Council; Rushmoor Borough Council; Spelthorne Borough Council; Surrey Heath Borough Council; Test Valley Borough Council; Waverley Borough Council; Winchester City Council; and Woking Borough Council;
Local Enterprise Partnership	means the business-led public-private partnerships entrusted with public funds and responsibilities to drive growth across England, who must comply with the guidance set out in the National Assurance Framework set out by government;
ordinary resolution	has the meaning given in section 282 of the Act;
special resolution	has the meaning given in section 283 of the Act;
Subsidiary	has the meaning given in section 1159 of the Act; and
writing	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) are excluded.

- 1.3 Unless the context otherwise requires, other words and expressions contained in the Articles which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.6.1 any subordinate legislation from time to time made under it; and
- 1.6.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 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.
- 1.8 Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include all other genders. Words importing persons include corporations.

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/she 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: OBJECTS AND POWERS

3 OBJECTS

- 3.1 The objects for which the Company is established are:
- 3.1.1 to stimulate sustainable economic growth, regeneration, employment, inward investment and trade, training and development, place making and commerce in the LEP area;
- 3.1.2 to promote the LEP area positively at regional, national, European and international levels on matters affecting its economic development and regeneration; and

3.1.3 to carry on business as a general commercial company.

4 POWERS

4.1 In pursuance of the objects set out in article 3, the Company has the power to:

- 4.1.1 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;
- 4.1.2 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;
- 4.1.3 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;
- 4.1.4 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;
- 4.1.5 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;
- 4.1.6 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 Company's objects in any way;
- 4.1.7 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;
- 4.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 4.1.9 enter into contracts to acquire services from subcontractors or other service providers as may be required for the fulfilment of the Company's purposes;
- 4.1.10 provide and assist in the provision of money, materials or other help.

- 4.1.11 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;
- 4.1.12 incorporate subsidiary companies to carry on any trade; and
- 4.1.13 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 3.

PART 3: NOT FOR PROFIT

5 INCOME AND PROPERTY

- 5.1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in article 3 and in accordance with the Assurance Framework.
- 5.2 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:
 - 5.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - 5.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
 - 5.2.3 reasonable and proper rent for premises demised or let by any Member or director;
or
 - 5.2.4 reasonable out-of-pocket expenses properly incurred by any director in accordance with article 21.

6 WINDING UP

- 6.1 On the winding up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property which remain available to be distributed or paid shall not be paid or distributed to the Members but shall be transferred to another body with objects similar to those of this Company or as directed by the government department then responsible for local enterprise partnerships or their successors.

PART 4: DIRECTORS

7 THE ROLE OF THE BOARD OF DIRECTORS

- 7.1 The role of the directors shall be to:
 - 7.1.1 provide strategic leadership and to develop the long-term vision of the Enterprise M3 region, providing strategic insight on the opportunities and challenges facing the area by setting, reviewing and refining the Strategic Economic Plan and any subsequent strategies arising from it;

- 7.1.2 act as champions and ambassadors, for the Enterprise M3 economic vision and promote its achievements;
- 7.1.3 communicate with the Company's partners and wider audiences the ambitions and successes delivered by the Local Enterprise Partnership Executive team;
- 7.1.4 ensure good governance and accountability in accordance with the Enterprise M3 Assurance Framework; and
- 7.1.5 allocate resources to deliver economic growth in accordance with the Company's objects and maintain financial controls in partnership with the Accountable Body.

8 APPOINTING DIRECTORS

- 8.1 Unless otherwise determined by ordinary resolution, the number of directors shall not be less than six and shall be subject to a maximum of 21. The Enterprise M3 Chief Executive is an Executive Director, representing neither the public or private sector and excluded from the limitations of size imposed by Government.
- 8.2 As determined by relevant Government Department the representation of directors from the private sector shall represent 66% of the total and the representation of directors from the public sector shall make up the balance as set out in the Assurance Framework.
- 8.3 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 by ordinary resolution in accordance with any procedures for nominations and elections that are determined by the directors from time to time and set out in the Assurance Framework
- 8.4 All directors appointed pursuant to article 8.3 shall serve a term of office of up to a maximum of 6 years based on periods of 3 years. Directors may be appointed for a period of 2 years or a combination of 2 and 3 years, after which their appointment as a director shall automatically terminate.
- 8.5 The role of Executive Director is not term restricted but lapses in the event that the post is made redundant.
- 8.6 The Chair shall be appointed from the private sector as Chair for a maximum of 3 years, after which he may seek re-appointment for a further term as long as the period as director/chair does not exceed 6 years.
- 8.7 The provisions of this article 8 shall only be varied on the direction of government.

9 TERMINATION OF A DIRECTOR'S APPOINTMENT

- 9.1 A person ceases to be a director as soon as:
 - 9.1.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
 - 9.1.2 that person ceases to be a Member;

- 9.1.3 that person ceases to be a director pursuant to article 8.4;
 - 9.1.4 that person is absent without permission from three consecutive meetings of the directors and the other directors resolve to remove him/her from office;
 - 9.1.5 a bankruptcy order is made against that person;
 - 9.1.6 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 9.1.7 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;
 - 9.1.8 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; or
 - 9.1.9 the director is otherwise duly removed from office or voluntarily steps down as director.
- 9.2 The Chair or Deputy Chair may be removed in the event of a vote of no confidence that a majority of directors affirm. In the event of a vote of confidence no director shall have a casting vote.

10 DIRECTORS' POWERS

- 10.1 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.
- 10.2 The directors may from time to time change the name of the company to any name considered by the directors to be advantageous, expedient or otherwise desirable.
- 10.3 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles to such person or committee, by such means (including by power of attorney), to such an extent, in relation to such matters or territories, and on such terms and conditions, as they think fit. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 10.4 The directors' power to delegate shall be effective in relation to the powers, authorities and discretions of the directors generally and shall not be limited by the fact that in certain of the Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the directors or by a committee authorised by the directors.
- 10.5 The directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 10.6 The Members may, by special resolution, direct the directors to take, or refrain from taking, specified action where they are permitted to do so by the Act. No such special resolution invalidates anything which the directors have done before the passing of the resolution.

11 COMMITTEES

- 11.1 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.
- 11.2 A member of a committee or sub-committee need not be a director.
- 11.3 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.

PART 5: DECISION-MAKING BY DIRECTORS

12 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 12.1 Any decision of the directors must be either a majority decision taken at a meeting or a decision taken in accordance with article 12.2.
- 12.2 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.
- 12.3 A decision may not be taken in accordance with article 12.2 if the Eligible Directors would not have formed a quorum at such a meeting.

13 DIRECTORS' MEETINGS

- 13.1 Meetings of the directors may be called by the Chair or CEO of the Company by giving not less than 20 days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors.
- 13.2 Notice of a directors' meeting must indicate its proposed date and time, where it is to take place, and 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.
- 13.3 Notice of a directors' meeting must be given to each director but need not be in writing.
- 13.4 If a director is absent (whether habitually or temporarily) from the United Kingdom, that director is only entitled to receive notice of a directors' meeting if the Company has an address for sending or receiving documents or information by electronic means to or from that director outside the United Kingdom.
- 13.5 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 seven 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.

- 13.6 As specified in the Enterprise M3 Assurance Framework, the directors shall publish on the Company's website a public notice of Board meetings, Programme Management Group and any sub-committees which involves decisions about public money, at least five clear working days before any meeting. Copies of the agenda and any papers (save for confidential and exempt items) to be considered at a directors' meeting will be open for inspection by the public at least five clear working days before any meeting, unless a matter is to be considered as a matter of urgency, in which case the item will be available for inspection as soon as it is added to the agenda for the meeting. The same procedure applies if a meeting is held by teleconference between meetings to take urgent business.
- 13.7 All matters not considered confidential shall be available on the Enterprise M3 website with the minutes published within 10 working days.
- 13.8 Special meetings of the Board or its sub committees may be called by the Chair or CEO of the Company to address urgent matters of business. In this instance the requirement for 20 days' prior notification will be waived.
- 13.9 The Accountable Body shall be entitled to attend all meetings of the Board and shall receive notice of all meetings, together with copies of the agenda and any board papers, in advance of each meeting in accordance with the timescales set out in Articles 13.1 and 13.6 above.

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 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 and unless otherwise fixed it is any six Eligible Directors or one third of the total number of directors (rounded down to the nearest whole number), whichever is the greatest, provided that for the purposes of any meeting (or part of a meeting) held pursuant to article 18 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director, the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

15.3 In addition, it is intended that attendance at directors' meetings should be representative of the make-up of the board of directors as a whole, so that approximately two thirds of the Eligible Directors attending each directors' meeting should be representatives from the private sector and approximately one third should be representatives from the public sector (with percentages to be rounded down to the nearest whole number).

15.4 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

15.4.1 to appoint further directors in line with the proportion of private-sector and public-sector representatives set out in Article 15.3 above and in consideration of any gender balance required at that time; or

15.4.2 to call a general meeting so as to enable the Members to appoint further directors.

16 CHAIRING OF DIRECTORS' MEETINGS

16.1 The directors may appoint:

16.1.1 a director to chair their meetings (who shall be known as the **Chair**); and

16.1.2 a director to act as deputy to the Chair (who shall be known as the **Deputy Chair**);

provided that any appointments made pursuant to this article 16.1 must satisfy any requirements set out in accordance with the Assurance Framework or which are determined by the directors from time to time.

16.2 Meetings of the directors shall be chaired by the Chair or (if the Chair is unwilling or unable to do so) the Deputy Chair or (if the Deputy Chair is unwilling or unable to do so) or if none of them are able or willing to do so, the participating directors must appoint one of themselves to take the chair for that meeting.

17 CASTING VOTE

17.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chair or other director (except in a vote of no confidence the Chair or Deputy Chair) chairing the meeting has a casting vote.

17.2 Article 17.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chair or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

18 DIRECTORS' CONFLICTS OF INTEREST

18.1 Subject to the provisions of the Act and provided that he has disclosed to the other directors the nature and extent of any material interest of his, a director may, notwithstanding his office or that, without the authorisation conferred by this article 18.1, he would or might be in breach of his duty under the Act to avoid conflicts of interest, be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any undertaking in the same group as the Company, or promoted by the Company or by any

undertaking in the same group as the Company, or in which the Company or any undertaking in the same group as the Company is otherwise interested.

18.2 All directors, spouses and civil partners of directors and Directors Partners/Spouses and cooptees are required to complete the Company's Conflict of Interest and Code of Conduct forms as may be published on the Company website in accordance with the Assurance Framework.

18.3 The directors may, in accordance with the requirements set out below, 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.

18.3.1 Any authorisation under this article 18.3 shall be effective only if:

- (a) to the extent permitted by the Act, the matter in question shall have been proposed at the agenda item reserved for this purpose, 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.

18.3.2 Any authorisation of a Conflict under this article 18.3 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.

18.4 Where the directors authorise a Conflict under article 18.3, 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.

18.5 The directors may revoke or vary any authorisation given under article 18.3 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.

18.6 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.

18.7 Where a director is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company, that director must:

18.7.1 declare the nature and extent of his interest in accordance with the requirements of the Act before discussion begins on the matter;

18.7.2 withdraw from the meeting for that item after providing any information requested by the directors;

18.7.3 not be counted in the quorum for that part of the meeting; and

18.7.4 be absent during the vote and have no vote on the matter.

19 RECORDS OF DECISIONS TO BE KEPT

19.1 The directors must ensure that the Company keeps a record, in electronic or hard copy form (as defined by section 1168 of the Act), for such purposes as required by the Act or other statutory or regulatory provision, of every unanimous or majority decision taken by the directors.

PART 6: DIRECTORS' REMUNERATION AND EXPENSES

20 DIRECTORS' REMUNERATION

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

20.2 Directors are entitled to such remuneration as the Enterprise M3 Nominations and Remuneration Committee determine:

20.2.1 [For their services as Chief Executive and Director of the company]

20.2.2 for their services to the company as directors; and

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

20.3 Subject to the Articles, a director's remuneration may:

20.3.1 take any form; and

20.3.2 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.

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

21 DIRECTORS' EXPENSES

21.1 The Company may pay any reasonable expenses which the directors (and any company secretary) properly incur in connection with their attendance at:

21.1.1 meetings of directors or committees of directors;

21.1.2 general meetings; or

21.1.3 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.

PART 7: MEMBERSHIP

22 MEMBERS

22.1 Membership is open only to the directors. Any person appointed as a director pursuant to article 8.3 shall automatically become a Member.

22.2 Membership is terminated if the Member concerned:

22.2.1 ceases to be a director;

22.2.2 gives written notice of their resignation to the Company;

22.2.3 dies; or

22.2.4 is removed from membership by resolution of the directors on the ground that in their reasonable opinion that person's continued membership is harmful to the Company (but only after notifying the Member in writing and considering the matter

in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice).

- 22.3 If membership is terminated, the Member shall also be removed as a director.
- 22.4 No Director shall be entitled to appoint an alternate director or anyone to act on their behalf at meetings of the Board.
- 22.5 Membership of the Company is not transferable.

23 GENERAL MEETINGS

- 23.1 The Company shall hold an annual general meeting (AGM) at least once every financial year, which shall be held within the LEP area and shall be open to the public.
- 23.2 Members are entitled to attend general meetings either personally or by proxy, but only if the appointment of a proxy is in writing and notified to the Company at least 48 hours before the commencement of the meeting.
- 23.3 Annual General Meetings are called on at least 14 and no less than 30 clear days' written notice specifying the business to be discussed and if a special resolution is to be proposed setting out the terms of the proposed special resolution.
- 23.4 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least [six].
- 23.5 The Chair or (if the Chair is unable or unwilling to do so) some other Member elected by the Members present in person or by proxy presides at a general meeting in his/her capacity as a Member and not as proxy for another Member.
- 23.6 Except where otherwise provided by the Articles or the Act every issue is decided by ordinary resolution.
- 23.7 Every Member present in person or by proxy has one vote on each issue.
- 23.8 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 23.9 An extraordinary general meeting may be called by the directors at any time and must be called within 20 days of a written request from one or more directors (being Members) with the support of at least 25% of the membership.
- 23.10 The chair of the meeting may permit other persons who are not:
 - 23.10.1 Members, or
 - 23.10.2 otherwise entitled to exercise the rights of Members in relation to general meetings, to attend and speak at a general meeting.

PART 8: ADMINISTRATIVE ARRANGEMENTS

24 MEANS OF COMMUNICATION TO BE USED

24.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

24.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

24.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

24.1.3 if properly addressed and sent or supplied by electronic means, 24 hours after the document or information was sent or supplied; and

24.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

24.2 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.

25 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

25.1 All Members of the Company shall be entitled to inspect the Company's accounting records by giving 30 days' written notice to the Company that they wish to conduct such an inspection.

26 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

26.1 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.

27 SECRETARY

27.1 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

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

28 BY-LAWS

28.1 The directors may establish by-laws 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 the nomination and election process for appointing directors).

28.2 If there is a conflict between the terms of these Articles and any by-laws established under article 28.1, 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:

29.1.1 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 Act),

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

29.1.2 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 29.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

29.2 This article 29 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:

- 29.4.1 companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 29.4.2 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
- 29.4.3 **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 Act), 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).