
ARTICLES OF ASSOCIATION

OF

STOURBRIDGE BID LTD

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
STOURBRIDGE BID LTD

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

- “Act”** means the Companies Act 2006;
- “Articles”** means the Company's articles of association for the time being in force;
- “Associated Business”** means any business that a Director has a vested interest in whether a limited company, partnership, sole trader, or limited liability partnership;
- “Bankruptcy”** includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- “BID”** means a Business Improvement District as set out in the Regulations;
- “BID Area”** means the area within which the Company operates the BID as defined in the BID Proposal;
- “BID Levy”** means the charge to be levied and collected against the BID Levy Payers operating within the BID Area as determined by the BID Proposal;
- “BID Levy Payers”** means the non-domestic ratepayers who are liable to pay the BID Levy and who are eligible to apply for membership of the Company;
- “BID Proposal”** means the BID Proposal voted for by the BID Levy Payers which sets out the arrangements of the BID;

"Board"	means the Directors of the Company acting collectively;
"Business Day"	means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
"Core Directors"	individual representatives of BID Levy Payers who fall within the definition of Article 15.3(a)
"Chair"	has the meaning given in Article 11;
"Clear Days"	in relation to the period of a notice, means the period excluding the day when the notice is given or deemed to be given, and the day for which it is given on which it is to take effect;
"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;
"Director"	means a director of the Company and includes any person occupying the position of director, by whatever name called;
"Document"	includes, unless otherwise specified, any document sent or supplied in electronic form;
"Electronic form"	has the meaning given in section 1168 of the Act;
"Eligible Director"	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 23, any director whose vote is not to be counted in respect of the particular matter);
"Interested Director"	has the meaning given in Article 23.2;
"Member"	means a person whose name is entered in the Register of Members of the Company, and for the avoidance of doubt is either a BID Levy Payer, a Public Sector Member or a Voluntary Member and Membership shall be construed accordingly;
"Objects"	means the objects for which the Company is established;
"Office"	means the registered office of the Company;
"Ordinary resolution"	has the meaning given in section 282 of the Act;

“Public Sector Members” means those members of the Company consisting of Strategic Agencies or Local Authorities or such other bodies from the public sector as may be admitted as members but who shall not be permitted voting rights in relation to any business conducted at general meetings;

“Regulations” means the Business Improvements Districts (England) Regulations 2004 (as amended from time to time);

“Secretary” means any person appointed to perform the duties of the Secretary of the Company from time to time;

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

“Voluntary Members” means persons who are not BID Levy Payers who occupy space in the BID Area and who agree to make voluntary contributions to the Company for the purposes of securing or procuring the objectives of the BID Proposals and the Company;

“Voluntary

Membership Agreement” means an Agreement to be entered into between a person applying to be a Voluntary Member and the Company which sets out the basis of Membership of the Company and the terms of any annual subscription payable; 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 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.3 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.4 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.

1.5 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.6 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

1.7 The expression "persons" is deemed to include individual people (sole traders), Partnerships, Limited Liability Partners, Companies, Charities, and other organisations with a recognised legal structure.

2. OBJECTS

2.1 The objects for which the Company is established are:

- (a) to enable local business in the Business Improvement District of Stourbridge to associate together in supporting and funding projects which address specific requirements in the Business Improvement District of Stourbridge with the object of advancing and improving the commercial environment within Stourbridge; and
- (b) to do all such other things as are consistent with the above as the directors, in their absolute discretion, determine from time to time.

3. GUARANTEE

3.1 The liability of each Member is limited to £1.00, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- (b) payment of the costs, charges and expenses of the winding up; and
- (c) adjustment of the rights of the contributors among themselves.

4. INCOME

4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.

4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

- (a) reasonable and proper remuneration to any Member, Director, officer or servant of the Company for any services rendered to the Company;
- (b) any interest on money lent by any Member or any director at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member or director; or
- (d) reasonable out-of-pocket expenses properly incurred by any director.

5. TERMINATION OR EXPIRY OF THE BID TERM

- 5.1 If on the expiry or termination (howsoever arising) of a BID Term (the **BID Termination Date**) there has been no Renewal Ballot held, then the directors of the Company shall as soon as reasonably practicable following, but in any event within 6 months of, the BID Termination Date, hold a meeting of the directors to determine whether or not the Company shall in accordance with the Regulations, seek a further renewal of the BID (**Renewal Meeting**).
- 5.2 If, following the Renewal Meeting, the directors resolve:
- (a) to renew the BID, they shall undertake the necessary steps and actions, and for the avoidance of doubt be authorised to use the money collected through the BID Levy, to renew the BID in accordance with the Regulations, or
 - (b) not to renew the BID, any monies received via the BID Levy which remain in the BID Revenue Account of the Billing Authority shall be dealt with in accordance with the Regulations (where applicable).

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 that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution.

MEMBERS: BECOMING AND CEASING TO BE A MEMBER

7. MEMBERSHIP

- 7.1 The Company shall admit to Membership persons who:
- (a) apply to the Company using the application process approved by the directors; and
 - (b) are approved by the directors.
- 7.2 Confirmation shall be sent to each successful applicant confirming their Membership of the Company and the details of each successful applicant shall be entered into the Register of Members.
- 7.3 The Directors may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application. The Directors must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision. The Directors must consider any written representations the applicant may make about the decision. The Directors' decision following any written representations must be notified to the applicant in writing but shall be final.

- 7.4 Any corporate body, partnership, Strategic Agency, Local Authority or unincorporated association admitted as a member of the Company shall nominate an individual to act as a representative of such body in respect of the Company from time to time and shall exercise all rights as a member provided that where such a body acts through a representative the body shall first deposit a letter of appointment of authority with the Company before such representatives shall have authority to act in respect of the Company.
- 7.5 Membership is not transferable unless expressly authorised by the Board.
- 7.6 There is no limit to the number of Members.

8. TERMINATION OF MEMBERSHIP

- 8.1 Membership is terminated if:
- (a) the member dies, or if it is an organisation, ceases to exist;
 - (b) the member resigns by written notice to the Company unless, after the resignation, there would be less than two members;
 - (c) any sum due from the member to the Company is not paid in full within six months of it falling due; or
 - (d) the board, who shall have good and sufficient reason to terminate the membership of any member (including for the avoidance of doubt a BID Member), may remove a member as a member of the Company by a passing of a resolution by those directors entitled to vote at a board meeting, provided always that the member concerned shall have had a right to be heard before a final decision is made.

Following such termination, the Member shall be removed from the Register of Members.

- 8.2 Where a member resigns or is removed no refund on any monies paid (whether through the BID Levy, under a Voluntary Members' Agreement or otherwise) shall be refundable to the member.

DECISION MAKING BY MEMBERS

9. GENERAL MEETING

- 9.1 The Company shall each year hold an annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next.
- 9.2 The annual general meeting shall be held at such time and place as the Board shall appoint. All other general meetings other than the annual general meeting shall be called extraordinary general meetings.
- 9.3 The Board may whenever it thinks fit convene an extraordinary general meeting, and extraordinary general meetings shall also be convened if requisitioned by Members as provided by the Act.

10. NOTICE OF GENERAL MEETINGS

- 10.1 The minimum periods of notice required to hold a general meeting of the Company are:
- (a) twenty-one clear days for the annual general meeting and an extraordinary general meeting called for by the passing of a special resolution; and
 - (b) fourteen clear days for all other extraordinary general meetings.
- 10.2 A general meeting may be called by shorter notice if it is so agreed by a majority of the Members having a right to attend and vote at the meeting, being a majority together representing not less than ninety-five per cent of the total voting rights at that meeting of all the Members.
- 10.3 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so.
- 10.4 The notice must be given to all the members and to the Directors and auditors.

11. PROCEEDINGS AT GENERAL MEETINGS

- 11.1 The business to be transacted at an annual general meeting shall include the consideration of the accounts, balance sheets, and the reports of the Board and auditors, the election and appointment of Directors and the fixing of the remuneration of the auditors.
- 11.2 No business shall be transacted at any general meeting unless a quorum is present. A quorum is seven members entitled to vote upon the business to be conducted at the meeting.
- 11.3 If a quorum is not present within half an hour from the time appointed for the meeting, or during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Directors shall determine.
- 11.4 The Directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 11.5 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present at that time shall constitute the quorum for that meeting.

12. CHAIR

- 12.1 General meetings shall be chaired by the person who has been appointed to chair meetings of the Directors. If he or she is not present within fifteen minutes of the time appointed for the meeting a Director nominated by the Directors shall chair the meeting. If there is only one Director present and willing to act, he or she shall chair the meeting. If no Director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present and entitled to vote must choose one of their number to chair the meeting.
- 12.2 The person chairing a meeting in accordance with this article is referred to as "**the Chair**".

- 12.3 The Chair may, with the consent of any general meeting at which a quorum is present (and shall if so directed by the members present at a meeting resolving to do so by ordinary resolution) adjourn the meeting. The Chair must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution. No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 12.4 If a meeting is adjourned for more than fourteen days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

13. RESOLUTIONS

- 13.1 Subject to the Act, at any general meeting any vote shall be decided by a show of hands.
- 13.2 The declaration by the Chair of the result of a vote shall be conclusive.
- 13.3 The result of the vote must be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded.
- 13.4 If there is an equality of votes, the Chair shall have a casting vote in addition to any other vote he or she may have.
- 13.5 A resolution in writing signed by each member (or in the case of a member that is an organisation, by its authorised representative) who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective. It may comprise several copies each signed by or on behalf of one or more members.

14. VOTES OF MEMBERS

- 14.1 Subject to articles 7.3, 8.1, 13.4 and 14.2 every member, whether an individual or an organisation, shall have one vote.
- 14.2 No member shall be entitled to vote at any general meeting or at any adjourned meeting if he or she owes any money to the Company.
- 14.3 The board may make arrangements for postal or electronic voting on such terms and conditions as it sees fit.
- 14.4 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 shall be valid. Any objection made in due time must be referred to the Chair whose decision shall be final and conclusive.
- 14.5 Any organisation that is a member of the Company may nominate any person to act as its representative at any meeting of the Company ("**the Nominee**"). The organisation must give written notice to the Company of the name of the nominee. The nominee shall not be entitled to represent

the organisation at any meeting unless the notice has been received by the Company. The nominee may continue to represent the organisation until written notice to the contrary is received by the Company. Any notice given to the Company will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the nominee has been properly appointed by the organisation.

- 14.6 A vote given by the nominee of a member organisation shall be valid provided that the nominee was nominated to act as the representative of the member organisation in accordance with article 14.5.

DIRECTORS

15. BOARD OF DIRECTORS

- 15.1 Unless otherwise determined by the Board from time to time, the number of directors shall be between five and sixteen.

- 15.2 The board must approve all new directors' appointments.

- 15.3 The Board shall comprise the following:

- (a) up to 12 individual representatives of Members who collectively represent a diverse cross section of BID Levy Payers having regard to business/organisation size, type and geography, and who shall at any time represent more than one half of the Board ("**Core Directors**");
- (b) 1 individual elected representative of Dudley Borough Council ("**Local Authority Director**") being the leader thereof or such other councillor who may be approved by the Board and appointed at an AGM;
- (c) up to 2 individuals representative of the Voluntary Members (the "**Voluntary Member Directors**") and shall at no time represent more than a third of the Board; and
- (d) 1 individual who, in the view of the Board, has particular skills or experience which will assist the Company to promote its Objects (the "**Independent Director**").

- 15.4 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

- 15.5 The following representatives may also attend board meetings:

- (a) one Local Authority representative besides the Local Authority Director; and
- (b) one representative from any other Public Sector Member; and
- (c) members of the BID management and delivery team

provided that such representatives shall perform only an advisory role to the board and shall be elected by the directors and shall not be permitted to vote at board meetings nor become a director.

- 15.6 Subject to Article 15.5, the board shall be entitled to invite any organisation or body to send a non-voting representative to attend and speak at meetings of the board.

15.7 The maximum number of non-voting representatives permitted to attend meetings of the board at any one time shall be at the discretion of the Chair.

16. POWERS AND DUTIES OF DIRECTORS

16.1 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.

16.2 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action. No such special resolution invalidates anything which the directors have done before the passing of the resolution.

16.3 All cheques and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed or otherwise executed, as the case may be, in such manner as the Board shall from time to time determine.

16.4 The Board shall arrange for minutes to be made:

- (a) of all appointments of officers made by the Board;
- (b) of the names of the Directors present at each Board meeting; and
- (c) of all resolutions and proceedings at all meetings of the Company.

16.5 The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers, and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

17. ELECTION AND RETIREMENT OF DIRECTORS

17.1 The process for nominating new directors and re-electing existing directors who are retiring at an annual general meeting is set out below save for the Local Authority Director who shall be nominated and/or re-elected in accordance with Article 17.6.

- (a) The Board shall initially be constituted on a voluntary basis by representatives of Members, which for the avoidance of doubt includes Voluntary Members, and Local Authority Directors.
- (b) At the annual general meeting, one third of the Directors (to include Voluntary Members who shall retire annually but excluding the Local Authority Director who shall be exempt from the retirement by rotation provisions within the Articles) shall retire but will be eligible for reappointment without requirement for nomination.
- (c) Save for Voluntary Members those Directors to retire by rotation shall be decided amongst the Directors or, in the absence of one third being identified, shall be determined on an alphabetical basis, with those surnames beginning at the start of the alphabet retiring first.

Notification will be sent out to all Members in advance of the AGM telling them which Directors are being retired and whether those individuals are willing to re-stand. Such notification will also ask Members whether they wish to nominate anyone to stand against the incumbent (if the incumbent is offering himself again for election) and invited to stand against any vacant post (if the incumbent is withdrawing) or to take up any other vacant post.

- (e) The Board may nominate an individual if it believes that person has a special interest in the BID area and has experience and qualification which the Board considers to be of benefit to the Board and/or Subcommittees to be an 'Independent Director'.
- (f) There will be a closing date for receipt of all nominations.
- (g) When all nominations are received, the Company will prepare ballot papers setting out the categories of director posts to be filled and the list of candidate names against these categories.
- (h) Members will be sent notice of the date and venue for the election of directors at the AGM. A person who becomes a member after the dispatch of the ballot papers will not be entitled to vote on the director appointments for that AGM.

- 17.2 At each annual general meeting the Board shall confirm the names of the Directors who have been elected or in the case of the Local Authority Director nominated to serve for the following year in accordance with these Articles.
- 17.3 The Directors shall have power at any time to appoint any person to be a Director, either to fill a vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed any maximum number fixed in accordance with these Articles. Where a vacancy arises, Directors shall use their reasonable endeavours to appoint a co-optee representative of the same group as the Director who has resigned or has been otherwise removed but otherwise shall co-opt an individual with relevant experience or expertise generally. Any Director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for election.
- 17.4 A Director must be a natural person aged 18 years or older.
- 17.5 No one may be appointed a Director if he or she would be disqualified from acting under the provisions of article 18.1.
- 17.6 The Local Authority Director shall be an elected member proposed by the relevant local authority and approved by the Board to serve for such period of office as shall be confirmed by such local authority. Written confirmation shall be delivered by the local authority to the Board confirming the local authority's nominee and for what period of time. Such nominees shall always be elected members and the appointment of such nominee shall be subject to formal approval by the Directors. The local authority may remove and replace the Local Authority Director at any time provided written notice is given to the Board and provided that the appointment of any new nominee for the local authority shall

be subject to the consent of the Directors.

18. TERMINATION OF DIRECTORS

18.1 A person ceases to be a director as soon as:

- (a) he or she ceases to be a Director by virtue of any provision in the Act or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) 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;
- (e) that person resigns from office by written notice to the Company;
- (f) a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that he or she would otherwise have, by reason of that person's mental health;
- (g) the organisation which the Director represents moves out of the BID Area or the Director moves to a business out of the BID area and the Board resolves that the Director concerned should retire provided that the individual concerned may become a Voluntary Member and apply to be a Voluntary Director, subject to the limits in Article 15.3(d), if that individual so chooses and the Board so approves;
- (h) that person is absent without the agreement of the Board from all their meetings held within a period of six months or more than 50% of meetings over a 12-month period and the Board resolves that that person's office be vacated; or
- (i) that person is removed from office by a three-quarters majority vote of the Directors at a special meeting called for that purpose, when in the opinion of the Board and having given the Director concerned an opportunity to make representations to the Board, it appears that the Director in question is acting in a manner detrimental or prejudicial to the wellbeing of the Company.

19. REMUNERATION OF DIRECTORS

19.1 The directors shall not be entitled to remuneration for acting as a Director.

20. DIRECTORS' EXPENSES

20.1 A director is entitled to be reimbursed from the Company for reasonable out of pocket expenses properly incurred by him or her in connection with the discharge of their duties as director when acting on behalf of the Company but not in relation to attendance at internal meetings of the Company of any type or at any AGM or EGM of the Company.

21. PROCEEDINGS OF THE BOARD

- 21.1 Subject to the Articles, the Board may regulate its proceedings as it sees fit.
- 21.2 The Board shall meet a minimum of 3 times in each calendar year.
- 21.3 Any director may call a directors' meeting of the directors by giving notice of the meeting to the Directors.
- 21.4 Notice of any directors' meeting must indicate:
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) 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.
- 21.5 Notice of a directors' meeting must be given to each director but need not be in writing.
- 21.6 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.
- 21.7 The quorum for the transaction of the business of the Board may be fixed by the directors and unless so fixed at any other number shall be five, three of which must be Core Directors.
- 21.8 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 21.9 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other and 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.
- 21.10 A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is not entitled to vote.
- 21.11 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the Chair of the meeting and his or her ruling in relation any director other than himself or herself shall be final and conclusive.
- 21.12 The directors shall appoint a director to chair their meetings for the period between one annual general meeting and the subsequent annual general meeting ("**the Chair**") and may at any time revoke such appointment. If that person appointed is unwilling to preside or is not present within fifteen minutes

after the time appointed for the meeting, the directors present may appoint one of their number to chair that meeting.

- 21.13 The person appointed to chair meetings of the directors shall have no functions or powers except those conferred by these articles or delegated to him or her by the directors.
- 21.14 All acts done by the Board, or by a committee of the Board, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or has vacated office, or were not entitled to vote, be as valid as if every such person has been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 21.15 A resolution in writing, signed by all the Directors, entitled to receive notice of a meeting of the Board, shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Directors. Subject to such a meeting being practical, any Director may validly participate in a meeting of the Directors through the medium of telephone or video conference or any other form of electronic communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting and provided that the majority of directors are content to participate in a meeting in that manner. A person so participating shall be deemed present at the meeting and shall accordingly be counted in a quorum and be entitled to vote. A resolution passed at any meeting held in such manner and signed by the chair of the meeting shall be valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.
- 21.16 Questions arising at a meeting shall be decided by a majority of votes. Subject to Article 21.17, in the case of an equality of votes the Chair of the meeting shall have a second or casting vote.
- 21.17 Article 21.14 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.
- 21.18 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 and such records should be stored with the Company's Statutory Books.

22. UNANIMOUS DECISIONS

- 22.1 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.
- 22.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

22.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

23. DIRECTORS' CONFLICTS OF INTEREST

23.1 Directors and/or any Associated Business that a director may have an interest in may undertake any services for the Company that the Board decides and deems necessary. Directors and/or Associated Business shall be entitled to such remuneration as the Board determines in respect of such services.

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

23.3 Any authorisation under this article 23 shall be effective only if:

- (a) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

23.4 Any authorisation of a Conflict under this article 23 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.

- 23.5 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 23.6 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 23.7 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 a 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.
- 23.8 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, anybody corporate in which the Company is otherwise (directly or indirectly) interested; and
 - (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

24. RECORDS OF DECISIONS TO BE KEPT

24.1 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

25. SECRETARY

25.1 The directors may from time to time 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 provided that if a Director is appointed he shall not be paid, 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.

26. CHANGE OF COMPANY NAME

26.1 The name of the Company may be changed by:

- (a) a special resolution of the Members; or
- (b) otherwise in accordance with the Act.

27. MEANS OF COMMUNICATION TO BE USED

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

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (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);
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, at the expiration of 48 hours after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

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

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

- 27.3 A notice shall be deemed to be given:
- (a) 48 hours after the envelope containing it was posted; or
 - (b) in the case of an electronic communication, 48 hours after it was sent.
- 27.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting provided such meeting was quorate.

28. RULES

- 28.1 The directors may establish reasonable rules or bye laws governing matters relating to Company administration as they may deem necessary or expedient for the proper conduct and management of the Company.
- 28.2 Such rules or bye laws may regulate the following matters but are not restricted to them:
- (a) the admission and classification of members of the Company (including the admission of organisations to membership) and the rights and privileges of such members, entrance fees, subscriptions and other fees or payments to be made by the members;
 - (b) the conduct of members of the Company in relation to one another and to the Company's employees, volunteers or other associated parties;
 - (c) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
 - (d) the procedure at general meetings and meetings of the directors and committees of the directors in so far as such procedure is not regulated by the Articles; or
 - (e) generally, all such matters as are commonly the subject matter of Company rules.
- 28.3 The Company in a general meeting shall have the power to alter, add to or repeal the rules or bye laws and the directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Company.
- 28.4 The rules or bye laws shall be binding on all members of the Company.
- 28.5 If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

29. INDEMNITY AND INSURANCE

29.1 The Company shall indemnify every Director or other officer or auditor of the Company against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in favour of the director or in which the director is acquitted or in connection with any application in which relief is granted to the director by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

30. ACCOUNTS

30.1 Accounts shall be prepared in accordance with the Act.