

Company Number

The Companies Act 1985 and the Companies Act 2006

**Private Company Limited by Guarantee
and not having a share capital**

Articles of Association

of

English National Park Authorities Association

1. **Preliminary**

The regulations contained in Table C in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 in force at the time of incorporation shall not apply to the Company and these Articles alone shall constitute the regulations of the Company.

2. **Interpretation**

In the Memorandum of Association of the Company and in these Articles:

2.1. the following words and expressions having the following meanings unless inconsistent with the context:

"the Articles" means these Articles of Association, whether as originally adopted or as from time to time altered by special resolution;

"Chairman" means a person appointed by a National Park Authority to fulfil the role of the chairman of that National Park Authority (including any successor or replacement to that person from time to time);

"Clear Days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to

be given and the day for which it is given or on which it is to take effect;

"the Companies Act"

means the Companies Act 1985 (including any statutory modification or re-enactment thereof for the time being in force) and any provisions of the Companies Act 2006 for the time being in force;

"the directors"

means the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company;

"Electronic Address"

means any address or number used for the purposes of sending or receiving documents or information by Electronic Means;

"Electronic Form"

means in relation to the sending or supply of a document or information where that document is sent or supplied by Electronic Means or by any other means while in an electronic form (for example sending a disk by post);

"Electronic Means"

means in relation to a document or information where that document or information was sent initially and received at its destination by means of electronic equipment for the processing (which includes digital compression) or storage of data and is entirely transmitted, conveyed and received by wire, radio or optical means or by other electromagnetic means;

"Financial Year"

means the period from incorporation until 31 March 2009 and thereafter the period from each 1 April to the following 31 March;

"National Park Authority"

means an organisation designated by statute or legislation as being the designated body with responsibility for

administration of the National Parks or the Norfolk and Suffolk Broads from time to time in existence in England;

"Secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

"United Kingdom" means Great Britain and Northern Ireland.

- 2.2. unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Companies Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company;
- 2.3. references to persons shall, unless the context otherwise provides, include corporations and references to masculine, feminine and neuter shall encompass a reference to any of them and references to the singular shall include the plural and vice versa;
- 2.4. save as otherwise expressly provided, references to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

3. **Members**

- 3.1. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the Articles shall be members of the Company. No other person shall be admitted a member of the Company unless he is a National Park Authority and is approved by the directors.
- 3.2. Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the directors require executed by him and (where applicable) accompanied by a cheque in payment of the annual subscription fee determined in accordance with Article 4 (and pro rata for any period of less than a year if he becomes a member other than at the commencement of a financial year).
- 3.3. Unless otherwise determined by ordinary resolution, the number of members of the Company shall not be subject to any maximum but shall be not less than 5 (five) provided always that in the event that the number of members shall at any time be reduced in number to less than the number fixed as the quorum for a general meeting of members the

directors shall convene a general meeting of the members of the Company in order to appoint or approve not less than sufficient members to constitute a quorum.

- 3.4. It shall be lawful for the directors to provide for the admission of such persons as they may think fit to be friends or associates of the Company and for the rights duties and liabilities (if any) of such friends or associates but so that such persons shall not by virtue of being friends or associates as aforesaid be members of the Company and their rights (if any) shall not include a right to speak or vote at general meetings of the Company. The Secretary shall keep an accurate register of such friends or associates of the Company.

4. **Determination of Budgets and Subscription Fees**

- 4.1. Within 1 (one) month of the date of incorporation (in respect of the first financial year) and not more than 4 (four) months nor less than 1 (one) month prior to 1 April in each subsequent financial year thereafter, the directors shall determine an indicative budget for the following 3 (three) financial years based upon a consideration of the operational and financial requirements of the Company going forward. Promptly following determination, the indicative budget shall be forthwith notified to the members.
- 4.2. The annual subscription fee payable by the members shall be determined by the directors in their absolute discretion based upon a consideration of the operational and financial requirements of the Company going forward and shall be notified to the members:
 - 4.2.1. within 1 (one) month of the date of incorporation (in respect of the first financial year; and
 - 4.2.2. not more than 4 (four) months nor less than 1 (one) month prior to 1 April in each financial year thereafter ("the Fee Determination Date").
- 4.3. Subject to the provisions of Article 3.2, the annual subscription fee shall be payable by the members:
 - 4.3.1. within 28 (twenty eight) days of the date of determination pursuant to Article 4.2.1 in respect of their membership for the first financial year; and
 - 4.3.2. within 28 (twenty eight) days of the Fee Determination Date in respect of their membership for each subsequent 12 (twelve) month period.

5. **Cessation of Membership**

- 5.1. A member may at any time withdraw from the Company by giving at least 12 (twelve) months' notice to the Company in writing to expire on a 31 March following the date of such notice. In the event that a member gives such notice, the member shall remain responsible for payment of all annual subscription fees and other sums payable to the Company during that notice period (unless otherwise notified by the directors) but so that the Member shall not be liable for any subscriptions in respect of a year commencing after the expiry of the notice.
- 5.2. Membership shall not be transferable and shall cease forthwith on the winding up or other cessation of existence of the member.
- 5.3. The members may by resolution at a general meeting at their discretion terminate the membership of any member at any time on the ground that:
 - 5.3.1. the member's continued membership is harmful to the Company (but the requirements of natural justice shall be respected and a member shall be entitled to be heard in his own defence by the directors or a committee of the directors); or
 - 5.3.2. the member has failed to pay the annual subscription fee in accordance with the provisions of Article 4 (but in such a case the member may be reinstated on payment of the amount due);
 - 5.3.3. the member has failed to materially comply with such rules, bye-laws or related regulations issued by the Company pursuant to Article 27 and the directors are of the opinion that the member will continue to so fail to comply; or
 - 5.3.4. the member has ceased to be a National Park Authority or has ceased to carry out the functions of a National Park Authority;

such termination to take place at the conclusion of the general meeting unless a decision to the contrary is taken at that meeting but shall not relieve the member of the obligation to pay the subscription in accordance with Article 4.

- 5.4. No member of the Company is entitled to any refund of subscription or membership fee on ceasing to be a member for any reason.

6. **General Meetings**

- 6.1. The Company shall hold not less than four general meetings in each financial year and no later than 31 October in each financial year hold a general meeting designated as its annual general and shall specify the meeting as such in the notices calling it. Provided that so long as the

Company holds its first annual general meeting on or before 31 October 2009 it need not hold it in the year of its incorporation. All meetings other than annual general meetings shall be called general meetings.

- 6.2. The directors may call general meetings and, on the requisition of not less than 6 (six) members, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Companies Act. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

7. **Notice of General Meetings**

- 7.1. An annual general meeting shall be called by at least 21 (twenty one) Clear Days' notice. All other general meetings shall be called by at least 14 (fourteen) Clear Days' notice.
- 7.2. Notwithstanding the provisions of Article 7.1, any general meeting may be called by shorter notice if it is so agreed by not less than 90% (ninety per cent) of the members having the right to attend and vote at general meetings.
- 7.3. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. The notice shall be given to all the members and to the directors and auditors (if any) of the Company.
- 7.4. Notice of a general meeting of the Company must be given in writing or, subject to Articles 23.3 and (if applicable) 23.4, in Electronic Form or, subject to Articles 23.5 to 23.10 by means of publication on a website or partly by one such means and partly by another.
- 7.5. When the Company in accordance with Article 23.9 notifies a member or other person entitled to receive notice of a meeting of the presence of the notice on the website, the notification sent pursuant to Article 23.9 must:
 - 7.5.1. state that it concerns a notice of a meeting of the Company; and
 - 7.5.2. specify the place, date and time of the meeting;and the notice of the meeting must be available on the website throughout the period beginning with the date of that notification and ending with the conclusion of the meeting.
- 7.6. Where the Company has given an Electronic Address in a notice calling a meeting it is deemed to have agreed that any document or information relating to proceedings at the meeting may be sent by Electronic Means to

that Electronic Address subject to any conditions or limitations specified in the notice.

- 7.7. A member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 7.8. 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 or any other technical defect in the giving of notice of which the directors are unaware at the time shall not invalidate the proceedings at that meeting.

8. **Proceedings at General Meetings**

- 8.1. No business shall be transacted at any meeting unless a quorum is present. A quorum shall be 5 (five) members entitled to vote upon the business to be transacted, each being a member may be present by a proxy or a duly authorised representative.
- 8.2. If such a quorum is not present within 30 (thirty) minutes from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such other time and place as the directors may determine but in the absence of such determination it shall stand adjourned to the same day in the next week at the same time and place and at such adjourned meeting the quorum shall be the members present.
- 8.3. The Chairman, if any, of the board of directors or in his absence the deputy-Chairman shall preside as Chairman of the meeting, but if neither the Chairman nor the deputy-Chairman be present within 15 (fifteen) minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be Chairman and, if there is only one director present and willing to act, he shall be Chairman.
- 8.4. If no director is willing to act as Chairman, or if no director is present within 15 (fifteen) minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman.
- 8.5. A director and any member of a committee constituted by the directors pursuant to these Articles shall, notwithstanding that he is not a member, be entitled to receive notice of and attend and speak (but not vote) at any general meeting.
- 8.6. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at

an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 (fourteen) days or more, at least 7 (seven) Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

- 8.7. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Companies Act, a poll may be demanded:

8.7.1. by the Chairman; or

8.7.2. by at least 2 (two) members having the right to vote at the meeting;

and a demand by a person as proxy for a member shall be the same as a demand by the member.

- 8.8. Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 8.9. The demand for a poll may, before the poll is taken or the declaration of the result, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made.
- 8.10. A poll demanded shall be taken forthwith and shall be conducted by secret ballot in the manner directed by the Chairman.

9. **Votes of Members**

- 9.1. On a show of hands every member who is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote.
- 9.2. No objection shall be raised to the qualification of any voter 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 shall be referred to the Chairman whose decision shall be final and conclusive.

- 9.3. An appointment of a proxy shall be in writing, executed or made in Electronic Form by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):

English National Park Authorities Association

I/We _____ of _____
being a member/members of the above-named Company, hereby appoint
of _____ or failing him
_____ of _____

as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Company to be held on _____ and at any adjournment thereof.

Signed this _____ day of _____

- 9.4. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):

English National Park Authorities Association

I/We _____ of _____
being a member/members of the above-named Company, hereby appoint
of _____ or failing him
_____ of _____

as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Company, to be held on _____, and at an adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 †for †against

Resolution No 2 †for †against

† strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this _____ day of _____

9.5. The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:

9.5.1. be deposited at the registered office of the Company or such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 (forty eight) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

9.5.2. in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving items by Electronic Means:

9.5.2.1. in the notice convening the meeting; or

9.5.2.2. in any instrument of proxy sent out by the Company in relation to the meeting; or

9.5.2.3. in any invitation contained in an Electronic Form to appoint a proxy issued by the Company in relation to the meeting;

be received at such address not less than 48 (forty eight) hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote.

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

9.6. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the registered office of the Company or at such other place at which the instrument of proxy was duly deposited or where the appointment of the proxy was contained in an Electronic Communication at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll. No member shall be entitled to vote at any general meeting unless all moneys then payable by him to the Company have been paid.

9.7. Any organisation which is a member of the Company may authorise such person as it thinks fit to act as its representative at any meeting of the

Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual member of the Company.

10. **Number of Directors**

10.1. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall be not less than 2 (two).

10.2. The first directors shall be those persons named in the statement delivered to the Registrar of Companies for England and Wales pursuant to the Companies Act, who shall be deemed to have been appointed under these Articles. Future directors shall be appointed as provided subsequently in these Articles.

11. **Alternate Directors**

11.1. Any director (other than an alternate director) may appoint any other person or persons willing to act to be an alternate director (or joint alternate directors as the case may be) and may remove from office an alternate director or joint alternate so appointed by him, provided always that such alternate or joint alternates shall either be the Deputy Chairman or Chief Executive Officer (including any person acting as such) of the National Park Authority of which the director is the Chairman or another director of the Company and in the event that more than one joint alternates shall be present at a meeting only one shall be entitled to vote and in the absence of agreement the Deputy Chairman shall vote and in his absence then the chief Executive Officer and only in both of their absence then any other director appointed as alternate.

11.2. An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director.

11.3. An alternate director shall cease to be an alternate director if his appointor ceases to be a director.

11.4. Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other matter approved by the directors.

- 11.5. Save as otherwise provided in the Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

12. **Powers of Directors**

- 12.1. Subject to the provisions of the Companies Act, the Memorandum of Association and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the Memorandum of Association or Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- 12.2. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

13. **Delegation of Directors' Powers**

- 13.1. The directors may delegate any of their powers to any committee consisting of:
- 13.1.1. one or more directors;
 - 13.1.2. such of the National Park Officers or Chief Executive Officers of the National Park Authorities from time to time as may be approved by the directors (to be known as the English National Park Officers Group ("ENPOG")); and/or
 - 13.1.3. such other persons as may be approved by the directors from time to time.
- 13.2. Any such delegation pursuant to Article 13.1 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 provided always that it shall in any event be a requirement that all acts and proceedings of the committees to which any powers are delegated shall be reported to the directors as soon as possible. Subject to any such conditions, the proceedings of any committee to which any powers are delegated shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying.

13.3. The members from time to time of committees created pursuant to Article 13.1 shall, notwithstanding that such members are neither a director nor a member of the Company, be entitled to attend and speak (but not vote) at any general meeting and/or any meeting of the board of directors of the Company. In addition, the directors may by resolution invite such observers as they may from time to time determine to attend (but not speak or vote) at any general meeting and/or any meeting of the board of directors of the Company and to receive notice of the same.

14. **Appointment and Retirement of Directors**

14.1. No person shall be appointed a director at any general meeting unless he is the chairman of a National Park Authority and he is recommended by the member of the Company for whom he is the chairman. Each member of the Company shall, for so long as he remains a member, be entitled to appoint their chairman to act as a director of the Company by notice in writing.

14.2. In the event that a director appointed by a member ceases to be the chairman of that member, the office of that director shall be deemed to be vacated pursuant to Article 15. Notwithstanding the provisions of Article 15.1, a member may, following the removal of a director appointed by him in accordance with the preceding provision, appoint a replacement director (who need not be a chairman) ("the interim director") who shall remain in office until a new chairman is appointed by that member. Following the appointment of a new chairman and his appointment to the office of director by the member of which he is the chairman in accordance with Article 15.1, the interim director shall be deemed to automatically vacate the office of director.

14.3. No persons may be appointed as a director in circumstances such that, had he already been a director, he would have been disqualified from acting under the provisions of Article 15.

14.4. Not less than 7 (seven) nor more than 28 (twenty eight) Clear Days before the date appointed for holding a general meeting notice shall be given to all members and directors who are entitled to receive notice of the meeting of any person who is recommended for appointment or re-appointment as a director at the meeting. The notice shall give the particulars of that person which would, if he were so appointed or re-appointed, be required to be included in the Company's register of directors.

14.5. The Company may from time to time by ordinary resolution increase or reduce the number of directors and may make the appointments necessary for effecting any such increase.

15. **Disqualification and Removal of Directors**

The office of a director shall be vacated if:

- 15.1. he ceases to be the chairman of a National Park Authority;
- 15.2. he ceases to be a director by virtue of any provision of the Companies Act or he becomes prohibited by law from being a director; or
- 15.3. he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 15.4. he is, or may be, suffering from mental disorder and either:
 - 15.4.1. he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984; or
 - 15.4.2. an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- 15.5. he resigns his office by notice to the Company; or
- 15.6. he or his alternate shall for more than 6 (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
- 15.7. he has, in the opinion of the directors, brought or may by his actions bring the Company into disrepute including but without limitation persistently contravening any of the standing orders, rules and bye-laws of the Company applicable to him and the directors resolve that his office be vacated; or
- 15.8. he is convicted of a criminal offence which is punishable with 6 (six) months or more imprisonment and the directors resolve that his office be vacated.

16. **Remuneration of Directors**

The provisions of the Memorandum of Association as to the remuneration of directors shall apply.

17. **Directors' Expenses**

The directors may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

18. **Directors' Appointments and Interests**

18.1. Subject to the provisions of the Companies Act and the Memorandum of Association and provided that he has disclosed to the directors the nature and extent of any material interest of his and provided that the directors do not request him to withdraw whilst the matter in question is discussed and resolved upon, a director notwithstanding his office:

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

18.1.2. 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

18.1.3. shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment 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.

18.2. For the purposes of Article 18.1:

18.2.1. 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

18.2.2. 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.

19. **Proceedings of Directors**

- 19.1. Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit. A meeting of the directors shall be held at least 4 (four) times in each financial year. A director may, and the Secretary at the request of a director shall, call a meeting of the directors. Questions arising at a meeting shall be decided by a majority of votes. A director who is also an alternate director for another shall be entitled (in the absence of his appointor) to a separate and additional vote on behalf of his appointor, to be executed in accordance with his appointor's wishes if notified to him, in addition to his own vote.
- 19.2. Subject to Article 19.3, the quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be 5 (five). A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 19.3. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of admitting persons to membership of the Company, filling vacancies in their body or of calling a general meeting.
- 19.4. The directors may appoint one of their number to be the Chairman of the board of directors who shall remain in that post for so long as he is a director from the date of his appointment until the next annual general meeting subject always to a maximum of three consecutive appointments. The directors may also appoint a deputy-Chairman on the same terms. The Chairman or deputy-Chairman may be removed from that office at any time by a resolution of three-quarters of the directors. Unless he is unwilling to do so, the director so appointed as Chairman shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within 5 minutes after the time appointed for the meeting, and if the deputy-Chairman is not present, the directors present may appoint one of their number to be Chairman of the meeting.
- 19.5. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director 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 had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote. A procedural defect of which the directors are unaware at the time does not invalidate decisions taken at a meeting.
- 19.6. A resolution in writing signed or made by Electronic Means by all the directors entitled to receive notice of a meeting of directors or of a

committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed or made by Electronic Means by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

- 19.7. All or any of the members of the board of directors or any committee of the board may participate in a meeting of the board or that committee by means of conference telephones or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting then is.
- 19.8. Save as otherwise provided by the Articles, a director shall not vote at a 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 which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:
 - 19.8.1. the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security; or
 - 19.8.2. the resolution relating to the approval of any grant or other allocation of funding by the Company to any organisation in which the director has an interest, whether as member, trustee, employee, officer or otherwise.

For the purposes of this Article, an interest of a person who is, for any purpose of the Companies Act (excluding any statutory modification thereof not in force when this Article becomes binding on the Company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

19.9. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

19.10. Subject to the provisions of the Memorandum of Association, the Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of directors or of a committee of directors.

19.11. 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 Chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

20. **Secretary**

Subject to the provisions of the Act, the Secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

21. **Minutes**

The directors shall cause minutes to be made in books kept for the purpose:

21.1. of all appointments of officers made by the directors; and

21.2. of all proceedings at meetings of the Company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

22. **The Seal**

The Company may have a common seal, and if it adopts one the Seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a director and by the Secretary or by two directors.

23. **Communication of documents or other information by the Company**

23.1. The Company may give any document or information to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or (subject to Articles 23.3 and 23.4) by giving it using Electronic Means or (where applicable to members generally) may be published (subject to Articles 23.5 to 23.10) on the Company's website. A member whose registered address is not within the United Kingdom and who gives to the Company

an address within the United Kingdom at which documents or information may be given to him, or an Electronic Address shall be entitled to have documents or information given to him at that address, but otherwise no such member shall be entitled to receive any documents or information from the Company.

- 23.2. Proof that an envelope containing a document or information was properly addressed, prepaid and posted shall be conclusive evidence that the document or information was given. Proof that a document or information sent by Electronic Means was properly addressed shall be conclusive evidence that a document or information was given by Electronic Means. A document or information shall be deemed to be given on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or at the expiration of 48 (forty eight) hours after the envelope containing it was posted or, as in the case of a document or information sent by Electronic Means, at the expiration of 48 (forty eight) hours after the time it was sent. A document or information sent or supplied by means of a website shall be deemed to have been received by a member on the date on which the document or information first appears on the website or if later when the member received (or is deemed to have received) notification of the fact that the document or information was available on the website pursuant to Article 23.9.
- 23.3. A document or information may only be sent or supplied by the Company in Electronic Form:
 - 23.3.1. to a person who has agreed generally or specifically that the document or information may be sent or supplied in that form (and has not revoked that agreement); or
 - 23.3.2. to a company that is deemed to have so agreed by a provision in the Companies Acts.
- 23.4. Where a document or information is sent or supplied by the Company to a person by Electronic Means, it may only be sent or supplied to an Electronic Address:
 - 23.4.1. specified for the purpose by the intended recipient generally or specifically; or
 - 23.4.2. where the intended recipient is a company, deemed by a provision of the Companies Acts to have been so specified.
- 23.5. A document or information may only be sent or supplied by the Company to a person by being made available on a website if the person has agreed generally or specifically that the document or information may be sent or supplied to him in that manner and has not revoked that agreement or is taken to have so agreed under Article 23.6.

- 23.6. A document of information may be sent or supplied to a member by being made available in a website provided that:
- 23.6.1. the member has been asked individually by the Company to agree that the Company may send or supply documents or information generally, or the document or information in question, to him by means of a website; and
 - 23.6.2. the member so agrees; or
 - 23.6.3. the Company's request stated that if no response was received from the member with the period of 28 (twenty eight) days beginning with the date on which the Company's request was sent then that member would have deemed to so agree.
- 23.7. The Company may only make a request under Article 23.6 to a member in relation to the sending or supply of documents or information generally by means of a website, or in respect of the sending or supply of the same or a similar class of documents or information by means of a website, once in any 12 (twelve) month period.
- 23.8. A document or information authorised or required to be sent or supplied by means of a website must be made available in a form, and by a means, that the Company reasonably considers will enable the recipient to read it, and to retain a copy of it.
- 23.9. The Company must notify the intended recipient of:
- 23.9.1. the presence of the document or information on the website;
 - 23.9.2. the address of the website;
 - 23.9.3. the place on the website where it may be accessed; and
 - 23.9.4. how to access the document or information.
- 23.10. The Company must make the document or information available on the website throughout:
- 23.10.1. the period specified by any applicable provision of the Companies Acts; or
 - 23.10.2. if no such period is specified, the period of 28 (twenty eight) days beginning with the date on which the notification required under Article 23.9 is sent to the person in question

and for the purposes of this Article 23.10, a failure to make a document or information available on a website throughout the period mentioned in

Article 23.10.1 shall be disregarded if it is made available on the website for part of that period and the failure to make it available throughout that period is wholly attributable to circumstances that it would not be reasonable to have expected the Company to prevent or avoid.

24. **Communication of documents or other information to the Company**

24.1. A document or information may only validly be sent or supplied to the Company in Electronic Form if:

24.1.1. the Company has agreed generally or specifically that the document or information may be sent or supplied in that form and has not revoked that agreement; or

24.1.2. the Company is deemed to have so agreed under Article 7.6.

24.2. Where the document or information is sent or supplied by a person to the Company by Electronic Means, it may only be sent or supplied to an Electronic Address:

24.2.1. specified for the purpose by the Company generally or specifically; or

24.2.2. deemed under Article 7.6 to have been so specified.

24.3. A document or information sent or supplied in Electronic Form is sufficiently authenticated:

24.3.1. if the identity of the sender is confirmed in a manner specified by the Company; or

24.3.2. where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.

25. **Winding-up**

On the winding-up and dissolution of the Company the provisions of the Memorandum of Association shall have effect as if repeated in these Articles.

26. **Indemnity**

26.1. Subject to the provisions of the Companies Act, every director of the Company shall be indemnified out of the assets of the Company against

any liability incurred by him in the performance of his duties as a director ("the indemnity") but only to the extent that such indemnity is a "qualifying third party indemnity provision" within the meaning of the Companies Act and the Company may provide a director with funds in accordance with the Companies Act to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings but so that any provision of funds will become repayable by the director or any liability of the Company under any transaction connected with any provision of funds will become repayable by the director, not later than:

- 26.1.1. in the event of the director being convicted in the final proceedings, the date when the conviction becomes final;
- 26.1.2. in the event of judgement being given against him in the proceeding, the date when the judgement becomes final; or
- 26.1.3. in the event of the Court refusing to grant him relief of the application, the date when the refusal or relief becomes final.

26.2. The Company may purchase and maintain insurance against any liability upon its directors or other officers or auditors which arises out of their respective duties to the Company in relation to its affairs.

27. **Rules or Byelaws**

Without prejudice to the general powers conferred upon the directors by these Articles, the directors may, from time to time, make, impose, vary or repeal such standing orders, rules, regulations or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes and conditions of membership and in particular, but without prejudice to the generality of the foregoing, they may, by such standing orders, rules, regulations or bye-laws, regulate:

- 27.1. the admission and classification of members of the Company and the rights and privileges of such members and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
- 27.2. the conduct of the members of the Company in relation to one another and to the Company's servants;
- 27.3. the setting aside of the whole or part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
- 27.4. the procedure at general meetings and meetings of the directors and committees of the directors insofar as such procedures are not regulated by these Articles;

27.5. and generally, all such matters as are commonly the subject matter of company standing orders, rules, regulations or bye-laws.

Provided always that no standing order, rule, regulation or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum of Association of the Company or these Articles.