

No. 1468817

THE COMPANIES ACTS 1985 TO 1989

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COMPANY LIMITED BY GUARANTEE AND NOT HAVING  
A SHARE CAPITAL

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**MEMORANDUM**

AND

**ARTICLES OF ASSOCIATION**

(Amended by Special Resolution passed on 19 May 1999,  
Written Resolution registered on 14 April 2000 and  
Special Resolution passed on 16 May 2001)

OF

CROP PROTECTION  
ASSOCIATION UK LTD

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*Incorporated the 27th day of December, 1979*



No. 1468817

***Certificate of Incorporation***

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***I Hereby Certify*** that BRITISH AGROCHEMICALS  
ASSOCIATION LIMITED is this day incorporated under the  
Companies Acts 1948 to 1976 and that the Company is Limited.

GIVEN under my hand at Cardiff the 27th December 1979.

**E.A. WILSON,**

*Assistant Registrar of Companies*

***Certificate of Incorporation on Change of Name***

The Registrar of Companies for England and Wales hereby certifies that THE CROP  
PROTECTION ASSOCIATION LIMITED having by special resolution changed its name, is  
now incorporated under the name of CROP PROTECTION ASSOCIATION UK LTD

Given at Companies House, Cardiff, the 14<sup>th</sup> April 2000

**THE COMPANIES ACTS 1985 TO 1989**

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

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**MEMORANDUM OF ASSOCIATION**

**OF**

**CROP PROTECTION  
ASSOCIATION UK LTD**

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1. The name of the Company (hereinafter called "the Association") is "Crop Protection Association UK Ltd".
2. The registered office of the Association will be situate in England.
3. The objects of the Association shall be as follows:-
  - (a) To promote the interests common to its members whether in the United Kingdom or elsewhere.
  - (b) To promote the interests of and co-operation between persons and bodies (whether corporate or unincorporate) engaged as manufacturers, processors, sellers, providers of services and users of the products of the crop protection and allied industries.
  - (c) To foster the responsible and safe manufacture and use of crop protection products with due regard to the interests of the community and of the environment.
  - (d) To maintain close and regular contacts and communication with Her Majesty's Ministers, Government Departments, planning bodies sponsored by Her Majesty's Government, associated industries, consumers and organisations generally either in the United Kingdom or elsewhere with a view to ensuring that the special problems and requirements of the crop protection industry and its customers receive appropriate consideration.
  - (e) To ensure that the crop protection industry is presented fairly and positively at all times.
  - (f) To promote research and co-operation in the crop protection industry.

- (g) To promote improvements in the law and the consolidation, standardisation and simplification of laws in any part of the world and to promote, support or oppose alterations in existing laws or proposed legislation and to effect improvements in administration.
- (h) To collect and circulate statistics and other information connected with or affecting the said industries and to found, manage, control, support, print, publish, issue, circulate and distribute, whether gratis or otherwise, such papers, magazines, periodicals, publications, journals, books, circulars and other literary works as may seem desirable.
- (i) To provide a central medium of useful and beneficial information and advice available for the use of manufacturers, producers, processors, sellers, providers of services and users of the products of and other persons engaged or interested in the crop protection industry.
- (j) To charge fees and receive remuneration or other consideration for any services rendered by the Association to any person and to receive subscriptions, levies and donations for the purposes of the Association generally or for any particular purpose.
- (k) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any other assets, rights, privileges or operations which the Association may think necessary or convenient, and to construct, maintain and alter any buildings or erections necessary appropriate or convenient for the work of the Association.
- (l) To sell, let, mortgage, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Association as may be thought expedient.
- (m) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
- (n) To invest the monies of the Association not immediately required in or upon such investments, securities or property as may be thought fit.
- (o) To grant pensions or gratuities to any employees or ex-employees of the Association or the relations, connections or dependants of any such employees or ex-employees and for this purpose to establish, support or maintain or make contributions to such pension or life assurance schemes or other funds or trusts as the Association may consider desirable.
- (p) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.
- (q) To undertake and execute any trusts which may lawfully be undertaken by the Association and may be conducive to its objects.
- (r) To pay all or any expenses incurred in connection with the formation and incorporation of the Association.
- (s) To do all lawful things incidental or conducive to the attainment of the above objects.

Provided that the objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

4. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth from time to time in the Memorandum of Association

and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Association except on the winding up of the Association.

Provided that nothing herein shall prevent any payment in good faith by the Association:-

- (a) of reasonable and proper remuneration to any officer, servant or employee of the Association for any services rendered to the Association;
  - (b) of reasonable and proper interest on money lent by any member of the Association;
  - (c) of reasonable and proper rent for premises demised or let by any member of the Association;
  - (d) of any out of pocket expenses to any officer, servant or employee of the Association incurred in the performance of his duties in connection with the affairs of the Association.
5. The liability of the members is limited.
6. Every member of the Association undertakes to contribute to the assets of the Association in the event of its being wound up while he is a member, or within one year afterwards for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one hundred pounds.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

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#### **NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

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##### **BAYER U.K. LIMITED**

F.G. Bowerman (*Director*)  
Eastern Way, Bury St. Edmunds,  
Suffolk IP32 7AH

##### **BOEHRINGER INGELHEIM LIMITED**

C.B.F. Smith (*Manager*)  
Abacus House,  
33 Gutter Lane,  
Cheapside,  
London EC2V 8AH

CIBA-GEIGY (UK) LIMITED

R.F. Norman (*Divisional Managing Director*)  
30 Buckingham Gate,  
London SW1

DIAMOND SHAMROCK AGROCHEMICALS LIMITED

N.E. Williams (*Manager*)  
Bay Heath House,  
4 The Fairway,  
Petts Wood,  
Kent BR5 1EG

DU PONT (UK) LIMITED

W.S. Catling (*Manager*)  
18 Breams Buildings,  
Fetter Lane,  
London EC4

FISONS LIMITED

R.G. Westwood (*Divisional Secretary*)  
9 Grosvenor Street,  
London W1

PAN BRITANNICA INDUSTRIES LIMITED

D.G. Hessayon (*Chairman*)  
69 Grosvenor Street,  
London W1

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Dated this 6th day of December, 1979.

Witness to the above signatures:-

C.S. MAJOR  
Alembic House,  
93, Albert Embankment,  
London SE1 7TU.

Director, British Agrochemicals Association.

**THE COMPANIES ACTS 1985 TO 1989**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**  
**OF**  
**CROP PROTECTION ASSOCIATION UK LTD**

**(Amended by Special Resolution passed on 19 May 1999,  
Written Resolution registered on 14 April 2000 and Special Resolution  
passed on 16 May 2001)**

## DEFINITIONS

1. unless inconsistent with the subject or context:-

"the Acts"	means the Companies Acts 1985 to 1989 and every statutory amendment or modification thereof in force from time to time;
"approved products"	means crop protection products approved in accordance with either:  (a) the Food and Environment Protection Act 1985 ("FEPA") and any regulations made under it (the "Regulations"); or  (b) any Orders in Council or regulations made pursuant to Section 2(2) European Communities Act 1972  and every statutory amendment or modification thereof in force from time to time;
"Associate Member"	means an Associate Member of the Association having the rights attributed to Associate Members (as opposed to those attributed to Members) as set out in these Articles or as granted from time to time to Associate Members and Associate Members includes Distributor Associate Members;
"the Association"	means Crop Protection Association UK Ltd ;
"the Auditors"	means the person or persons appointed to hold the office of auditor pursuant to the provisions of the Acts;
"Distributor Associate Member"	means a Distributor Associate Member of the Association having the rights attributed to Distributor Associate Members (and Associate Members) as set out in these Articles or as granted from time to time to Distributor Associate Members (or Associate Members);



"Distributor Associate Member Specified Turnover"

means the turnover of a Distributor Associate Member resulting from the sale by it (for use in the United Kingdom) of crop protection products and from the provision by it of services (in the United Kingdom) in connection therewith (including without limitation as to advice); and in the case of a Distributor Associate Member which is a member of the Association by virtue of its being the parent company of a distributor as described in Article 4(a), including any sale or provision as aforesaid by its subsidiary undertaking;

"the Executive Committee"

means the Executive Committee for the time being of the Association;

"the Honorary Treasurer"

means the Treasurer for the time being of the Association;

"Member"

means a Member of the Association having the rights attributed to Members (as opposed to those attributed to Associate Members) as set out in these Articles or as granted from time to time to Members;

"member"

means in relation to membership of the Association (as opposed to membership of the Executive Committee or of any other committee of the Association) a Member, Associate Member and Distributor Associate Member of the Association and the term membership shall be construed accordingly;

"month"

means calendar month;

"the Office"

means the registered office for the time being of the Association;

"the Officers"

means the Chairman of the Executive Committee and the Honorary Treasurer;

"parent company"

means a parent company as defined in the Companies Act 1989;

"crop protection products" means a preparation or organism containing any substance, whether organic or inorganic, existing in the pure state or as manufactured commercially having any of the following properties:-

destroying any insect, mite, mollusc, nematode, fungus, bacterium, virus, rodent or other pest capable of destroying, damaging or retarding the growth of any form of plant life before or after harvesting or damaging any food stuff during storage, processing or transport;

attracting, repelling, sterilising, stupefying, inhibiting the feeding of or otherwise directly or indirectly controlling the activity of, or preventing or mitigating the harmful effect of any such pest on any form of plant life or stored food;

destroying or controlling any form of unwanted plant or animal life;

acting as a plant growth regulator, defoliant, desiccant, agent for thinning fruit, preventing the premature fall of fruit or conditioning fruit or assisting in the utilisation of plant nutrients;

"these presents" means these Articles of Association as from time to time altered by special resolution;

"the Seal" means the Common Seal of the Association;

"Specialist Committee" means a committee appointed by the Executive Committee pursuant to Article 48;

"Specified Turnover" in relation to Members means the net proceeds of sale of all crop protection products sold by the Member for use in the United Kingdom;

"subsidiary undertaking" means a subsidiary undertaking as defined in the Companies Act 1989;

"the United Kingdom" means Great Britain and Northern Ireland;

"in writing" means written or produced by any substitute for writing or partly one or partly another;

"year" means calendar year;

The expression "Secretary" shall mean the Secretary of the Association appointed in accordance with the provisions of Article 58.

Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include individuals, partnerships, companies and unincorporated associations.

Subject as aforesaid any words or expressions defined in the Acts (if not inconsistent with the subject or context) shall bear the same meanings in these presents.

The Regulations contained in the Companies (Tables A to F) Regulations 1985 (SI 1985 No.805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No.1052) shall not apply to the Association.

## MEMBERS

2. The members of the Association shall be the subscribers to the Memorandum of Association, every person who at the date of adoption of these Articles is a member of the Association and such other persons as the members of the Association shall admit to membership.
3. No person shall be eligible for admission as a Member of the Association unless the Executive Committee in its discretion is satisfied that the applicant:
  - (a) is a *bona fide* manufacturer in the United Kingdom of reputable crop protection products; or
  - (b) has interests as a selling company under the financial control of a manufacturer in the United Kingdom of reputable crop protection products; or
  - (c) has sole selling rights with technical control of the manufacture in the United Kingdom of reputable crop protection products; or
  - (d) is a substantial *bona fide* overseas manufacturer (or a subsidiary thereof) of reputable crop protection products and has substantial sales of such products in the United Kingdom; or
  - (e) is a substantial distributor in the United Kingdom of reputable crop protection products for which it or (where those products are marketed under the name of a different firm or body corporate) for which the latter, provides an adequate technical service for the use of the products;
4. No persons shall be eligible for admission as a Distributor Associate Member of the Association unless such person:
  - (a) is a distributor in the United Kingdom of approved products to end users or is the parent company of such a distributor;
  - (b) meets and complies with all legal requirements for the storage of crop protection products, and for their distribution and sale, and complies with the Code of Practice for Suppliers of to Agriculture, Horticulture and Forestry (published by MAFF on 26 March 1998 as the "Yellow Code") and all similar and subsequent voluntary or statutory codes.
  - (c) is not eligible to be a Member.
5. No person shall be admitted to membership of the Association unless and until:
  - (a) he shall have stated on an application form in a manner prescribed by the Executive Committee:
    - (i) the detailed particulars of his qualifications for membership or associate membership as prescribed in Article 3 or 4 (as appropriate); and
    - (ii) that he undertakes to abide by and comply with the Code of Practice of the Association referred to in Article 57 both in spirit and letter as then formulated and as amended from time to time thereafter;
  - (b) he shall have submitted any other information which is desired by the Executive

Committee to enable it to decide the suitability or otherwise of the applicant for membership;

- (c) his application shall have been proposed and seconded by existing members of the Association, at least one of whom must be a Member.

Details of an application for membership shall be circulated to all members and associate members who shall be entitled to place before the Executive Committee any evidence as to the suitability or otherwise of the applicant for membership and to make representations to the Executive Committee (in each case within twenty one days of the date on which details of the applicant in question were circulated). The Executive Committee shall take all relevant information (including representations made by members) into account when considering the application and the decision that an applicant shall be elected to membership shall require more than fifty per cent of the members of the Executive Committee present and voting in favour. Save as otherwise expressly set out in these presents, admission of a person to membership of the Association shall not result in the automatic admission to membership or the automatic approval for membership of any parent company or any subsidiary undertaking of such person and any such parent company or subsidiary undertaking shall be required to apply separately for membership and to pay a separate annual subscription.

In the event that the Executive Committee shall refuse to admit any applicant, such applicant whose application for membership is so refused shall be entitled to be provided with reasons for such refusal.

In addition such applicant shall be entitled to appeal against the decision of the Executive Committee to the Officers of the Association. The Officers of the Association shall, having duly considered such appeal as aforesaid, provide to the Executive Committee their recommendation in respect of the application under appeal and the Executive Committee shall act upon such recommendation.

6. Membership shall, *ipso facto*, cease if:

- (a) the member being an individual dies, a bankruptcy petition is presented against him or he becomes of unsound mind; being a partnership a bankruptcy petition is presented against one or more of the partners or; being a company, an order is made or a resolution is passed or a petition is presented for its winding up; or the member proposes to enter into or enters into an arrangement or composition for the benefit of its creditors or a class of its creditors; or the member begins any negotiations or takes any steps with a view to the deferral, re-scheduling or other re-adjustment of all or a material part of its debts, or the member is unable to pay its debts or to carry on its business or disposes or threatens to dispose of any material part of its undertaking, assets or revenues.
- (b) an encumbrancer takes possession of or a receiver, trustee or other similar officer is appointed in respect of all or a substantial part of the member's undertaking, assets or revenues or a distress, execution or other process is levied or enforced or sued out upon or against or on a substantial part of any property of the member and is not discharged or stayed within seven days of being so levied, enforced or sued out for any security over such property becomes enforceable;
- (c) any step is taken or a petition is presented or an order is made for the appointment of a receiver, administrator, an administrative receiver, manager or similar officer or administration order or similar order is made with respect to the member on the whole or any part of the member's assets;

- (d) a member resigns by giving not less than three months' notice in writing thereof to the Secretary, in which event he may remain liable for payment of his full subscription in respect of the following calendar year if the notice is not received before 1 October in the year of his resignation. Notice received earlier than 1 October shall only render him liable for the subscription relating to the current year;
  - (e) a member ceases to comply with the criteria for membership in Article 3 or 4 (as appropriate); the member commits a breach of the Code of Practice of the Association, or the member shall have failed to pay its annual subscription before the expiry of the subscription year to which it relates, then at a general meeting of the Association of which the member shall have had twenty-one clear days' notice of the intention to move the resolution hereinafter mentioned and at which the member shall have been given an opportunity to be heard, the meeting shall by Special Resolution resolve that it is undesirable in the interests of the Association that such member remain a member.
7. The rights and privileges of a member shall be personal to him and shall not be transferable by operation of law or otherwise howsoever.

## **SUBSCRIPTIONS**

8. Every member shall pay to the Association an annual subscription as follows:
- (a) Every Member of the Association shall pay to the Association an annual subscription calculated in accordance with its Specified Turnover in its preceding financial year.
  - (b) Every Distributor Associate Member shall pay to the Association an annual subscription calculated in accordance with its Distributor Associate Member Specified Turnover in its preceding financial year.
  - (c) Each member shall declare its Specified Turnover or its Distributor Associate Member Specified Turnover (as appropriate) for its preceding financial year in confidence to the Association's Accountant not later than eighty days before the Annual General Meeting of the Association in each year.
  - (d) The basis of calculation of the subscription payable by members shall be determined from time to time by the Members in general meeting. However, any figures relating to the Specified Turnover or Distributor Associate Member Specified Turnover or subscription of a member shall be made available by the Association's Accountant only to the member concerned and the Director General. In addition any figures declared by a member to the Association's Accountant as part of any survey of sales statistics shall be made available by the Association's Accountant only to the member concerned, the Director General and the member of the secretariat responsible for the survey.

Each subscription shall be payable on demand. Any member which has not paid its annual subscription or part thereof within three months of the same having been demanded by way of invoice, or in such other form as the Association may use from time to time, may without prejudice to Article 6(e) be deprived of the rights of membership until such time as its subscription is paid.

## **GENERAL MEETINGS**

9. The Association shall in each year hold a general meeting as its 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 Association and that of the next. Provided that so long as the Association holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Executive Committee shall appoint, but not earlier than 6th May in any year. The Association shall in each year hold three general meetings to be known as General Meetings of which one may be the Annual General Meeting and at such General Meetings there may be conducted any business of the Association. General Meetings shall be held at such time and at such place as the Executive Committee shall appoint provided always that no period greater than five months shall elapse between the holding of General Meetings.

11. All general meetings other than Annual General Meetings and General Meetings shall be called Extraordinary General Meetings.
12. The Executive Committee may, whenever it thinks fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on the requisition of members representing not less than one-tenth of the total voting rights of all Members or, in default, may be convened by such requisitionists. If at any time there are not within the United Kingdom sufficient members of the Executive Committee capable of acting to form a quorum, any member of the Executive Committee or any two Members of the Association may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Executive Committee.

#### **NOTICE OF GENERAL MEETINGS**

13. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty one days' notice in writing at the least, and a meeting of the Association other than an Annual General Meeting or a meeting for the passing of a special resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Association in general meeting to such persons as are under these presents entitled to receive such notices from the Association.
14. Notices of all meetings referred to in Article 13 shall be sent to each Member and each Associate Member.
15. 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 at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

16. All business shall be deemed special that is transacted at a General Meeting or at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Executive Committee and Auditors, the election of members of the Executive Committee in the place of those retiring, the appointment of, and the fixing of the remuneration of, the Auditors and representation of the Association on outside bodies.
17. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided the quorum for any general meeting shall be twelve Members present in person or by proxy or one-third of the total number of Members present in person or by proxy,

whichever is the greater.

18. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to such other day and at such other time and place as the Executive Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.
19. The Chairman of the Executive Committee shall preside as chairman at every general meeting of the Association, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the members of the Executive Committee present shall elect one of their number to be chairman of the meeting.
20. If at any meeting no member of the Executive Committee is willing to act as chairman or if no member of the Executive Committee is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.
21. Associate Members shall be entitled to attend and speak at any Annual General Meeting, General Meeting or Extraordinary General Meeting notwithstanding that they shall not have any rights to vote on any matter being considered or proposed to any such meeting.
22. The chairman may, with the consent of any 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
23. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands in accordance with Article 29 unless a poll is (before or on the declaration of the result of the show of hands) demanded:
  - (a) by the chairman; or
  - (b) by at least three Members present in person or by proxy; or
  - (c) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

24. Except as provided in Article 26, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the

resolution of the meeting at which the poll was demanded.

25. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a casting vote.
26. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
27. Subject to the provisions of the Acts a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Association duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more such Members.  
  
Each Associate Member shall be entitled to receive copy of any resolution proposed to be passed in the manner set out in this Article 27, prior to the implementation of the same (but for the avoidance of doubt no Associate Member shall be entitled to vote upon any such resolution).
28. Minutes of all general meetings of the Association shall be confidential and shall not be communicated to persons outside the Association without the consent of the Executive Committee.

#### **VOTES OF MEMBERS**

29. Every member shall have one vote provided that in respect of each vacancy on the Executive Committee, and for the election of Chairman and Honorary Treasurer, each member shall have four votes. For each sum of Specified Turnover to be determined from time to time by the Members in general meeting an additional vote in respect of each election shall be allocated to the Member concerned. For the avoidance of doubt Associate Members shall not be entitled to vote at any General Meeting, Annual General Meeting or Extraordinary General Meeting of the Association or on any other matter.
30. All voting for the election of Officers and members of the Executive Committee shall be by secret ballot returned to the Association's Accountant.
31. In a poll, votes may be given either personally or by proxy.
32. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy shall be a representative of a Member or an Official of the Association.
33. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than 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, in the case of a poll, not less than twenty four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.



34. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

#### **CROP PROTECTION ASSOCIATION UK LTD**

I/We

.....  
of.....  
being a Member(s) of the Association, (as defined in the Articles of Association of the Association), hereby appoint ..... of  
..... or failing  
him..... of.....  
..... as my/our proxy to vote for me/us and on my/our behalf at the  
..... General Meeting of the  
Association to be held on the ..... day of ..... and at any  
adjournment thereof.

Signed this ..... day of .....

35. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
36. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death, insanity or winding up of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of such death, insanity, winding up or revocation as aforesaid shall have been received by the Association at the Office at least one hour before the commencement of the meeting or adjourned meeting at which the proxy is used.

#### **CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS**

37. Any corporation which is a member of the Association may by resolution of its board of directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Association, (being a meeting which it would be entitled to attend), and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Association.

#### **EXECUTIVE COMMITTEE**

38. (a) The management of the Association shall be vested in the Executive Committee which shall consist of representatives of all member companies that are full members of the European Crop Protection Association and four elected members, three representing the Small & Medium Companies Committee and one representing the Distributor Council.
- (b) Membership of the two groups is defined as follows:
- Small and Medium Companies Committee: All Member companies excluding those who are full members of ECPA.
- Distributor Council: All companies that are Associate Distributor members of the Association.
39. The officers shall consist of a Chairman, two Deputy Chairmen, and the Honorary Treasurer. They will be elected by the Executive Committee.

40. The Chairman, Deputy Chairmen and Honorary Treasurer shall retire at every Annual General Meeting. No person shall occupy the office of Chairman or deputy Chairman who has held such office during the two immediately preceding periods between Annual General Meetings. Deputy Chairmen, having completed their two-year term of office, are eligible for election to the post of Chairman. Following his retirement, the Chairman or Deputy Chairman may continue to serve on the Executive Committee as an elected member for a period of twelve months. Except as provided by this Article no elected person shall serve on the Executive Committee for a greater period than that between one Annual General Meeting and the third Annual General Meeting held thereafter. The retiring elected members of the Executive Committee shall not be eligible for re-election to the Executive Committee until the next Annual General Meeting after their retirement. The Honorary Treasurer shall not serve for a greater period than that between the Annual General Meeting at which he was elected Honorary Treasurer and the third Annual General Meeting thereafter.
41. All member companies who are full-members of the European Crop Protection Association shall automatically have a seat on the Crop Protection Association Executive Committee. The representatives of these companies will be appointed by the companies but will be that of a director, or the most senior officer of the member company having a mandate from his company to serve the interests of the Association and any such person shall be deemed the representative of such Members.
42. (a) Any vacancy for an elected seat occurring on the Executive Committee between Annual General Meetings will be filled by an election within the appropriate sectoral group (defined in Article 38(b)). Any vacancy for an appointed seat occurring on the Executive Committee between Annual General Meetings will be filled by the respective Member company appointing a replacement of their choice who complies with Article 41.
- (b) If the Chairman shall vacate office between Annual General Meetings, the vacancy shall be filled from either of the Deputy Chairmen by a vote of the Executive Committee. Such an elected Chairman shall be eligible for election as Chairman at the next election. If the Treasurer shall vacate office between Annual General Meetings, the vacancy shall be filled by a vote of the Executive Committee.
43. Members of the Executive Committee shall annually elect the Chairman, Deputy Chairmen and Honorary Treasurer to fill the vacancies created by retirement from the Executive Committee pursuant to Article 40 or such other vacancies as may have occurred on that Committee.
44. (a) Eighty days before the Annual General Meeting the Secretary shall invite nominations for the four elected seats from the Small & Medium Companies Committee and the Distributor Council. The Small & Medium Companies Committee shall elect three members from within the group and the Distributor Council shall elect one person from within their membership. Nominations for vacancies for these seats must be in the hands of the Secretary sixty days before the Annual General Meeting and must have had the consent of the nominees.
- (b) The election of representatives of each group shall take place by postal ballot on the basis of one vote per member company. Only one representative of a member company shall serve on the Executive Committee at any one time.
- (c) Thirty days before the Annual General Meeting, the Secretary shall invite nominations for the offices of Chairman, two Deputy Chairmen and Honorary Treasurer from members of the new Executive Committee. Only full members

of the Association shall be eligible to stand as officers of the Association. Such nominations, must have received the consent of the nominees. If more than one nomination is received for any vacancy, a ballot paper shall be sent to each member of the Executive Committee not less than fifteen days before the Annual General Meeting. This ballot paper must be completed and returned to the Company Secretary, to be in his hands no later than five days before the Annual General Meeting. The Secretary shall advise all members of the results of this election at the Annual General Meeting and seek their formal agreement.

- (d) At the Annual General Meeting, an announcement shall be made of the results of the elections as notified to the Secretary whose decision shall be final. In the event of a tie, this shall be decided by a simple majority vote held at the Annual General Meeting. The elected members and officers of the Executive Committee shall be deemed to have been elected at the Annual General Meeting at which such announcement is made.

#### **DISQUALIFICATION OF MEMBERS OF THE EXECUTIVE COMMITTEE**

45. The office of a member of the Executive Committee shall be vacated if:
- (a) the member shall cease to satisfy the qualification required by Article 41;
  - (b) the member is adjudicated bankrupt or makes any arrangement or composition with his creditors generally or becomes of unsound mind;
  - (c) the member ceases to be or becomes prohibited from being a director of a company by virtue of any provision of the Acts or otherwise; and
  - (d) by notice in writing to the Association the member resigns his office.

#### **DUTIES AND ROLE OF THE EXECUTIVE COMMITTEE**

46. The primary role of the Executive Committee of the Association is to establish the focus and priorities for resources within the Association; to approve the budget and business plan; and to ensure that activities are consistent with those of the global and European Crop Protection associations.
47. Executive Committee members may be appointed to serve as ex-officio members of any committee which may be constituted by the Association.
48. The business of the Association shall be managed by the Executive Committee, which in addition to exercising the powers and authorities expressly conferred upon the Executive Committee by these presents, may exercise all such powers of the Association, and do all such acts and things as may be exercised and done by the Association, and as are not hereby or by statute expressly directed or required to be exercised or done by the Association in general meeting, but subject nevertheless to the provisions of the Acts and of these presents.
49. The Executive Committee shall appoint the Director General and other officials at such rates of remuneration as it may determine. The Director General and his staff shall be responsible to the Executive Committee for carrying out the policy laid down by that Committee and for the day-to-day running of the Association. He may appoint such clerical and secretarial staff as may be required within the financial limits set by the Executive Committee.

50. The Executive Committee may appoint committees as Specialist Committees and any nomination of the chairman of such a committee by the members thereof shall be subject to the approval of the Executive Committee. Such chairman shall hold office for a maximum period of three years and shall not be eligible for nomination as chairman of that same committee for a period of one year after retirement. The Executive Committee shall appoint any person to be a member of such Specialist Committee and shall be entitled to remove and/or replace such person or otherwise alter the composition of such committee.
51. Subject to any direction given by the Association at a general meeting, the Executive Committee shall have power to use and apply funds of the Association for such of the objects of the Association as the Executive Committee may determine and to raise money for the objects of the Association or to borrow with or without security an amount or amounts not exceeding fifty per cent of the aggregate of subscriptions paid by or due from members in that period between Annual General Meetings, but so that at any time the outstanding amounts borrowed shall not exceed fifty per cent of the said aggregate of subscriptions.
52. In the year that these Articles are amended, the Secretary has discretionary powers to vary time limits given in Article 44. This will be done to ensure adequate times for ballots whilst ensuring that a new committee is available to take office at the next Annual General Meeting.

#### PROCEEDINGS OF THE EXECUTIVE COMMITTEE

53. The quorum for a meeting of the Executive Committee shall be fifty per cent of the number of members of the Committee and any fraction of a number shall be increased to the next higher number.
54. (a) Not less than four clear days' notice in writing shall be given of every meeting of the Executive Committee.
- (b) Notice of every meeting of the Executive Committee shall be given to all members of the Executive Committee unless they shall be for the time being absent from the United Kingdom.
- (c) Notice of any meeting of the Executive Committee may be effectively given to any member of the Executive Committee by serving the same on the address which such member shall have notified in writing to the Secretary for that purpose, and in default of notification to the address shown for the time being in the Association's register of members.
- (d) In respect of service of any such notice, and of any meeting of the Executive Committee, the provisions of Articles 15 and 68 shall be deemed to apply *mutatis mutandis*.
55. Questions arising at any meeting of the Executive Committee shall be determined by a majority of votes. Each member of the Executive Committee shall have one vote. In case of an equality of votes the chairman of the meeting shall have a casting vote.
56. At all meetings of the Executive Committee the Chairman shall be chairman. If the Chairman is not present at any meeting the members of the Executive Committee present thereat shall elect one of their number to be chairman of such meeting.
57. Subject to the provisions of these Articles, the Executive Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meeting as they think fit.

58. All acts bona fide done by any meeting of the Executive Committee or of a Specialist Committee or by any person acting as a member of the Executive Committee or of a Specialist Committee shall, notwithstanding that if afterwards be discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or some of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Executive Committee or Specialist Committee.
59. The Executive Committee shall cause proper minutes to be made of all appointments of officers made by the Executive Committee and of the proceedings of all meetings and general meetings of the Association and of the Executive Committee and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed by the chairman thereof, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

#### **CODE OF PRACTICE**

60. The Executive Committee, any Specialist Committee and the members shall have power from time to time to make recommendations with regard to the adoption, making, alteration and or revocation of a Code of Practice for the regulation of the Association and otherwise for the furtherance of the purposes for which the Association is established, provided that such Code of Practice does not conflict with the provisions of the Memorandum of Association of the Association or of these presents. Any recommendation for the adoption, making, alteration or revocation of such Code of Practice shall be subject to approval by Special Resolution of the Association at the next Annual General Meeting and, if it be not so confirmed, shall be of no effect. Any such Code of Practice for the time being in force shall be binding upon all members or associate members until the same shall cease to have effect as hereinbefore provided or shall be varied or set aside by a Special Resolution of the Members. No member shall be absolved from complying with such Code of Practice by reason of his not having received a copy of the same, or any alterations or additions thereto, or having otherwise no notice of them. It is expressly declared that without prejudice to the powers of the Executive Committee to make a Code of Practice on any other matter the following shall be deemed to be matters which may be governed by a Code of Practice within the meaning of this Article, that is to say:

- (a) as to the persons eligible for membership of the Association; and
- (b) as to the conditions on which persons shall be admitted to membership of the Association;

Provided always that no provision of a Code of Practice as to the manner in which membership may be terminated shall have any validity or effect unless it provides that any member whose membership is proposed to be terminated shall be given a proper opportunity of attending and being heard at any meeting to which such proposal is to be submitted.

#### **SECRETARY**

61. The Secretary shall be appointed by the Executive Committee for such term, at such remuneration and upon such conditions as it may think fit; and any Secretary so appointed may be removed by it.
62. Any provision of the Acts or these presents requiring or authorising a thing to be done by or to a member of the Executive Committee and the Secretary shall not be satisfied

by its being done by or to the same persons acting both as a member of the Executive Committee and as, or in their place of, the Secretary.

## **THE SEAL**

63. The Executive Committee shall provide for the safe custody of the Seal, which shall only be used with the authority of the Executive Committee or a sub-committee authorised in that behalf by the Executive Committee. Every instrument to which the Seal is affixed shall be signed by a member of the Executive Committee and countersigned by a second member of the Executive Committee or by the Secretary.

## **ACCOUNTS**

64. The Executive Committee shall cause accounting records to be kept in accordance with the Acts.
65. The accounting records shall be kept at the Office or, subject to the Acts, at such other place or places as the Executive Committee think fit, and shall always be open to the inspection of the Officers of the Association.
66. The Executive Committee shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Association or any of them shall be open to inspection of Members not being members of the Executive Committee.
67. The Executive Committee shall from time to time in accordance with the Acts, cause to be prepared and to be laid before the Association in general meeting the profit and loss accounts, balance sheet, group accounts (if any) and reports of the Association.
68. A copy of every balance sheet and income and expenditure account which is to be laid before the Association in General Meeting (including every document required by law to be comprised therein or attached or annexed thereto) shall not less than twenty one days before the date of the meeting be sent to every member of, and holder of debentures of, the Association and to the Auditors and any other persons entitled to receive notices of general meetings. Provided that this Article shall not require a copy of these documents to be sent to more than one of joint holders or to any person who is not entitled to receive notices of meetings and of whose address the Association is not aware.

## **AUDIT**

69. Auditors shall be appointed and their duties regulated in accordance with the provision of the Acts.

## **NOTICES**

70. Any notice or document may be served by the Association on any member either personally or by sending it through the post in a prepaid letter addressed to such members at the registered address as appearing in the register of members or to such other address as he may supply to the Association for the giving of notices to him, and any notice so served by post shall be deemed to have been duly served notwithstanding that such member being a body corporate, be wound up or dissolved whether or not the Association has notice of its winding up or dissolution.
71. Any notice or document served by post shall be deemed to have been served at the expiration of three days after the letter containing the same is posted, and in proving

such service it shall be sufficient to show that the letter containing the notice or document was properly addressed, stamped and posted.

## **INDEMNITY**

72. Subject to the provisions of the Acts and of the Memorandum of Association every member of the Executive Committee, Auditor, Secretary or other Officer of the Association shall be entitled to be indemnified by the Association against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

## **DISSOLUTION OF THE ASSOCIATION**

73. In the event of the passing of a resolution for the winding up of the Association, any funds remaining shall be distributed between the members of the Association shown on the Register of Members at the time of the passing of such resolution and members which have been on the Register of Members within a period of three years prior thereto, in proportion to the last subscription paid by each Member.

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## **NAMES, ADDRESSES AND DESCRIPTIONS OF ORIGINAL SUBSCRIBERS**

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### **BAYER U.K. LIMITED**

F.G. Bowerman (*Director*)  
Eastern Way, Bury St. Edmunds,  
Suffolk IP32 7AH

### **BOEHRINGER INGELHEIM LIMITED**

C.B.F. Smith (*Manager*)  
Abacus House,  
33 Gutter Lane, Cheapside,  
London EC2V 8AH

### **CIBA-GEIGY (UK) LIMITED**

R.F. Norman (*Divisional Managing Director*)  
30 Buckingham Gate,  
London SW1

### **DIAMOND SHAMROCK AGROCHEMICALS LIMITED**

N.E. Williams (*Manager*)  
Bay Heath House,  
4 The Fairway,  
Petts Wood,  
Kent BR5 1EG

### **DU PONT (UK) LIMITED**

W.S. Catling (*Manager*)

18 Breams Buildings,  
Fetter Lane,  
London EC4

FISONS LIMITED

R.G. Westwood (*Divisional Secretary*)  
9 Grosvenor Street,  
London W1

PAN BRITANNICA INDUSTRIES LIMITED

D.G. Hessayon (*Chairman*)  
69 Grosvenor Street  
London W1

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Dated this 6th day of December, 1979.

WITNESS to the above signatures:-

C.S. MAJOR  
Alembic House,  
93 Albert Embankment,  
London SE1 7TU

Director, British Agrochemicals Association