

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**of**  
**STENA LINE MANNING SERVICES LIMITED**  
**(Registered in England - No. 03242135)**  
**(As adopted by Special Resolution passed on 5 September 2023)**

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## **Section 1**

### **Preliminary**

#### **1 Defined terms**

1.1 In the Articles, unless the context requires otherwise:

**these Articles** means these Articles of Association as originally adopted or altered or varied from time to time (and **Article** means one of these Articles)

**authenticated** has the meaning given in section 1146 CA 2006

**bankruptcy** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy

**Board** means the board of Directors for the time being of the Company or the Directors present or deemed to be present at a duly convened meeting of Directors at which a quorum is present

**Board Meeting** means a meeting of the Board as from time to time convened in accordance with these Articles

**CA 2006** means the Companies Act 2006 (to the extent for the time being in force)

**chair** has the meaning given in Article 13

**chair of the meeting** has the meaning given in Article 42

**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

a **conflict of interest** includes a conflict of interest and duty and a conflict of duties

**Companies Acts** means the Companies Acts (as defined in section 2 CA 2006), in so far as they apply to the Company

**controlling member** means a member for the time being holding not less than 75 per cent in nominal value of the equity share capital of the Company (excluding any shares held in treasury) from time to time;

**decision-making process** includes a Directors' meeting or part of a Directors' meeting

**Director** means a director of the Company, and includes any person occupying the position of director, by whatever name called

**distribution recipient** has the meaning given in Article 344

**document** includes, unless otherwise specified, any document sent or supplied in electronic form

**electronic form** has the meaning given in section 1168 CA 2006

**eligible Director** means a Director who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting (but excluding any Director whose vote is not to be counted in respect of the particular matter)

**fully paid** in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company

**hard copy form** has the meaning given in section 1168 CA 2006

**holder** in relation to shares means the person whose name is entered in the register of members as the holder of the shares

**instrument** means a document in hard copy form

an **interest** means a direct or an indirect interest and **interested** shall be construed accordingly

**Office** means the registered office for the time being of the Company

**ordinary resolution** has the meaning given in section 282 CA 2006

**paid** means paid or credited as paid

**participate**, in relation to a directors' meeting, has the meaning given in Article 11

**proxy notice** has the meaning given in Article 48

**Secretary** means the secretary (if any) of the Company or any other person (if any) appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary and references to the Secretary shall only apply for as long as the Company elects to have a secretary

**shareholder** means a person who is the holder of a share

**shares** means shares in the Company

**special resolution** has the meaning given in section 283 CA 2006

**subsidiary** has the meaning given in section 1159 CA 2006 and in interpreting section 1159 CA 2006 for the purposes of these Articles, a company is to be treated as a member of a subsidiary

even if its shares are registered in the name of (i) a nominee, or (ii) any party holding security over those shares, or that secured party's nominee

a **transaction or arrangement** means an actual or a proposed transaction or arrangement

**writing** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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

## **2 Table A and Model Articles not to apply**

No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies (including the regulations in Table A of The Companies (Tables A to F) Regulations 1985 as amended and any model articles prescribed under the Companies Act 2006) shall apply as the regulations or articles of the Company, but the following shall be the Articles of Association of the Company.

## **3 Limited Liability**

The liability of the shareholders is limited to the amount, if any, unpaid on their shares.

## **Section 2**

### **Directors**

#### **Directors' Powers and Responsibilities**

## **4 Directors' general authority**

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

## **5 Shareholders' reserve power**

- 5.1 The Directors may be directed to take, or refrain from taking, specified action by:

- (a) the members, by special resolution; or
- (b) a controlling member by notice in writing to the Company signed by or on behalf of the controlling member.

- 5.2 No such direction invalidates anything which the Directors have done before the passing of the resolution or giving of the notice in writing.

## **6 Directors may delegate**

- 6.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles to such person or committee, by such means (including by power of attorney), to such an extent, in relation to such matters or territories and on such terms and conditions as they think fit.
- 6.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 6.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **7 Committees**

- 7.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 7.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

## **8 Directors to take decisions collectively**

- 8.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 8.2.
- 8.2 If and for so long as the Company only has one Director, the general rule in Article 8.1 does not apply, and the sole Director may (if they are an eligible Director in relation to the matter in question) take decisions without regard to any of the provisions of these articles (other than Article 16) relating to Directors' decision-making. Nothing in these Articles is to be construed as requiring the Company to have more than one Director.

## **9 Unanimous decisions**

- 9.1 A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter.
- 9.2 Such a decision may take the form of a resolution in writing of which each eligible director has signed one or more copies or to which each eligible Director has otherwise indicated agreement in writing.

## **10 Calling a Directors' meeting**

- 10.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Secretary (if any) to give such notice.
- 10.2 Notice of any Directors' meeting must indicate its proposed date and time, where it is to take place and, if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 10.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- 10.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **11 Participation in Directors' meeting**

- 11.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when the meeting has been called and takes place in accordance with the Articles and they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 11.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is. If they do not so decide, such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chair is.

## **12 Quorum for Directors' meetings**

- 12.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors and unless otherwise fixed it is two unless there is only one Director in which case it will be one.
- 12.3 For the purposes of any meeting (or part of a meeting) held to authorise a Director's conflict as envisaged in Article 15.4, if the quorum is more than one but there is only one eligible Director in office, the quorum for such meeting (or part of a meeting) shall be one eligible Director.



- 12.4 Subject to Article 12.3, if the quorum is more than one but the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint further Directors or to call a general meeting so as to enable the shareholders to appoint further Directors.

### **13 Chairing of Directors' meetings**

- 13.1 The Directors may appoint a Director to chair their meetings.
- 13.2 The person so appointed for the time being is known as the chair.
- 13.3 The Directors may terminate the chair's appointment at any time.
- 13.4 If the chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

### **14 Casting vote**

- 14.1 If the numbers of votes for and against a proposal are equal, the chair or other Director chairing the meeting has a casting vote.
- 14.2 Article 14.1 does not apply if, in accordance with the Articles, the chair or other Director is not an eligible Director in relation to that proposal.

### **15 Conflicts of Interest**

- 15.1 Subject to the provisions of the Companies Acts and to complying with Article 15.2, a Director notwithstanding their office:
- (a) 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 or in which any company which has an interest in the Company is interested;
  - (b) may hold any other office or place of profit under the Company (except that of auditor or of auditor of a subsidiary of the Company) in conjunction with the office of Director and may act by themselves or through their firm in a professional capacity for the Company, and in any such case on such terms as to remuneration and otherwise as the Board may arrange, either in addition to or in lieu of any remuneration provided for by any other Article;
  - (c) 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 company promoted by the Company or in which the Company is otherwise interested or which has an interest in the Company; and

- (d) shall not be liable to account to the Company for any profit, remuneration or other benefit realised by any office or employment or from any transaction, arrangement or proposal or from any interest in any body corporate, no such transaction, arrangement or proposal shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such profit, remuneration or any other benefit constitute a breach of their duty under the Companies Acts or under the law not to accept benefits from third parties.

15.2 Subject to Article 15.3, a Director shall declare the nature and extent of any interest permitted under this Article at a meeting of the Directors, or, in the case of a transaction or arrangement with the Company, in the manner set out in the Companies Acts.

15.3 A Director need not declare an interest in the case of a transaction or arrangement with the Company:

- (a) if, or to the extent that, the other Directors are already aware of the interest (and for this purpose the other Directors will be treated as aware of anything of which they ought reasonably to be aware); or
- (b) if, or to the extent that, it concerns the terms of their service contract (as defined in section 227 CA 2006) that have been or are to be considered by a meeting of the Directors or by a committee of the Directors appointed for the purpose under these Articles.

15.4 Where the existence of a Director's relationship with another person is authorised by the Board pursuant to the Companies Acts or if Article 15.1 applies to the relationship, the Director shall not be in breach of the general duties they owe to the Company under the Companies Acts because they:

- (a) absent themselves from meetings of the Board at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise;
- (b) make arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or make arrangements for such documents and information to be received and read by a professional adviser; or
- (c) fail to disclose to the Board or to any Director or other officer or employee of the Company any information which they obtain otherwise than as a Director and in respect of which they have a duty of confidentiality to another person; and/or fail to use or apply any such information in performing their duties as a Director.

15.5 Any authorisation given by the Board pursuant to Article 15.4:

- (a) may be given subject to any terms or conditions which the Directors think fit, whether at the time of authorisation or subsequently; and
- (b) may be varied or revoked at any time, although this will not affect anything done by a Director in accordance with the terms of that authorisation prior to that variation or revocation.

- 15.6 Subject to these Articles, the Board may cause the voting rights conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit (including the exercise of voting rights in favour of any resolution appointing the Directors or any of them as Directors or officers of the other company or in favour of the payment of remuneration to the Directors or officers of the other company), and a Director may vote on and be counted in the quorum in relation to any of these matters.
- 15.7 Except as otherwise provided in these Articles a Director is to be counted as participating in the decision-making process for quorum or voting purposes on a proposed decision of the Directors which is concerned with an actual or proposed transaction or arrangement with the Company in which that Director is interested.
- 15.8 A Director who is interested in a transaction or arrangement with the Company in relation to the Director's own appointment to office or employment with the Company, or the variation of the terms thereof, or termination of his appointment or employment, is not to be counted as participating in the decision-making process, and is not entitled to vote on or agree to a proposal relating to it.
- 15.9 The Company may by ordinary resolution disapply the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process.
- 15.10 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- 15.11 Subject to Article 15.12, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair whose ruling in relation to any director other than the chair is to be final and conclusive.
- 15.12 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## **16 Records of decisions to be kept**

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors or, in the case of a sole Director, every decision, in whatever form, of that sole Director that would have been taken by unanimous or majority decision if the Company had more than one Director.

## **17 Directors' discretion to make further rules**

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

### **Appointment of Directors**

## **18 Methods of appointing Directors**

Any person who is willing to act as a Director and is permitted by law to do so may be appointed to be a Director by an instrument in writing pursuant to Article 20.1 or by a decision of the Directors.

## **19 Termination of Director's appointment**

19.1 A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the CA 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;
- (f) he is removed from office pursuant to Article 20.

## **20 Controlling member's power to appoint and remove Directors**

20.1 In addition to the means of appointment and termination of appointment of Directors in Articles 188 and 19 respectively, a controlling member may at any time and from time to time:

- (a) appoint any one or more persons so willing to act as a Director or Directors of the Company, whether as additional or replacement Director(s); and
- (b) remove any Director (whether appointed pursuant to Articles 188, Article 20.1(a) or otherwise) from office,

in each case, by notice in writing to the Company signed by or on behalf of the controlling member.

20.2 An appointment or removal under Article 20.1 takes effect from the time that the notice is left at, or otherwise delivered to the Company's registered office, or at such later time (if any) specified in that notice.

## **21 Directors' remuneration**

21.1 Directors may undertake any services for the Company that the Directors decide.

21.2 Such services shall be for such remuneration and on such other terms as the Directors , with the prior written consent of the controlling member, determine.

21.3 Subject to the Articles, a Director's remuneration may take any form and include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

21.4 Unless the Directors , with the prior written consent of the controlling member, decide otherwise, Directors' remuneration accrues from day to day.

## **22 Directors' expenses**

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at meetings of Directors or committees of Directors, at general meetings, at separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **23 Secretary**

If they so decide, the Directors may from time to time appoint a person to act as the Secretary of the Company 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 (with or without replacement).

**Section 3**  
**Shares and Distributions**  
**shares**

**24 All shares to be fully paid up**

- 24.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 24.2 This does not apply to shares taken on the formation of the Company by subscribers to the Company's memorandum.

**25 Power to issue different classes of share**

- 25.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 25.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the shareholder, and the Directors may determine the terms, conditions and manner of redemption of any such shares.

**26 Alteration of share capital**

In exercising the power of the Company under section 618 CA 2006, a resolution of the members to authorise a sub-division of shares may provide, as between the shares resulting from the sub-division, for any of them to have a preference or advantage or any other differing right, as compared with the others.

**27 Company not bound by less than absolute interests**

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

**28 Share certificates**

- 28.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 28.2 Every certificate must specify in respect of how many shares, and of what class, it is issued, the nominal value of those shares and any distinguishing numbers assigned to them.

- 28.3 No certificate may be issued in respect of shares of more than one class.
- 28.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 28.5 Certificates must have affixed to them the Company's common seal or be otherwise executed in accordance with the CA 2006.

## **29 Replacement share certificates**

- 29.1 If a certificate issued in respect of a shareholder's shares is damaged or defaced or said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 29.2 A shareholder exercising the right to be issued with such a replacement certificate may at the same time exercise the right to be issued with a single certificate or separate certificates, must return the certificate which is to be replaced to the Company if it is damaged or defaced and must comply with such conditions as to evidence, indemnity and the payment of reasonable expenses.

## **30 Share transfers**

- 30.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.
- 30.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 30.3 The Company may retain any instrument of transfer which is registered.
- 30.4 The transferor remains the holder of a share until the transferee's name is entered in the register of shareholders as holder of it.
- 30.5 The Directors may refuse to register the transfer of a share and, if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

## **31 Procedure for disposing of fractions of shares**

- 31.1 This Article applies where there has been a consolidation or division of shares and, as a result, shareholders are entitled to fractions of shares.
- 31.2 The Directors may sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable, authorise any person to execute an instrument of transfer

of the shares to the purchaser or a person nominated by the purchaser and distribute the net proceeds of sale in due proportion among the holders of the shares.

- 31.3 Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the Directors, that shareholder's portion may be distributed to an organisation which is a charity for the purposes of the law of England, Scotland or Northern Ireland.
- 31.4 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.
- 31.5 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

### **Distributions**

## **32 Procedure for declaring dividends**

- 32.1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.
- 32.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 32.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 32.4 Unless the shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 32.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 32.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 32.7 If the Directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.



### **33 Calculation of dividends**

- 33.1 Except as otherwise provided by the Articles or the rights attached to shares, all dividends must be declared and paid according to the amounts paid up on the shares on which the dividend is paid and apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 33.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.
- 33.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

### **34 Payment of dividends and other distributions**

- 34.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the Directors may otherwise decide;
  - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the Directors may otherwise decide;
  - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the Directors may otherwise decide; or
  - (d) any other means of payment as the Directors agree with the distribution recipient either in writing or by such other means as the Directors decide.
- 34.2 In the Articles, the distribution recipient means, in respect of a share in respect of which a dividend or other sum is payable, the holder of the share.

### **35 No interest on distributions**

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by the terms on which the share was issued or the provisions of another agreement between the holder of that share and the Company.

## **36 Non-cash distributions**

- 36.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- 36.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution, fixing the value of any assets, paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients and vesting any assets in trustees.

## **37 Waiver of distributions**

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect.

## **38 Capitalisation of profits**

- 38.1 Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution:
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
  - (b) appropriate any sum which they so decide to capitalise (a **capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (the **persons entitled**) and in the same proportions.
- 38.2 Capitalised sums must be applied on behalf of the persons entitled and in the same proportions as a dividend would have been distributed to them.
- 38.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 38.4 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any amounts unpaid on existing shares held by the persons entitled or in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 38.5 Subject to the Articles the Directors may:

- (a) apply capitalised sums in accordance with Articles 38.3 and 38.4 partly in one way and partly in another;
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.

## **Section 4**

### **Decision-Making by Shareholders**

### **Organisation of General Meetings**

#### **39 Shareholders can call general meeting if not enough Directors**

If the Company has insufficient Directors to call a general meeting and the Director(s) (if any) is/are unable or unwilling to appoint sufficient Directors to make up a quorum or to call a general meeting to do so, then any shareholder may call a general meeting (or instruct the Secretary, if any, to do so) for the purpose of appointing one or more Directors.

#### **40 Attendance and speaking at general meetings**

- 40.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 40.2 A person is able to exercise the right to vote at a general meeting when that person is able to vote, during the meeting, on resolutions put to the vote at the meeting and his vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 40.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 40.4 In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other.
- 40.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

## **41 Quorum for general meetings**

- 41.1 No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 41.2 If the Company has only one member for the time being, one qualifying person (as defined in section 318 CA 2006) present at a meeting is a quorum.
- 41.3 If the Company has more than one member for the time being:
- (a) two qualifying persons present at a meeting are a quorum; but
  - (b) if and for so long as the Company has a controlling member, one of those qualifying persons must be the controlling member.

## **42 Chairing general meetings**

- 42.1 If the Directors have appointed a chair, the chair shall chair general meetings if present and willing to do so.
- 42.2 If the Directors have not appointed a chair, or if the chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start, the Directors present or (if no Directors are present) the meeting must appoint a Director or shareholder to chair the meeting and the appointment of the chair of the meeting must be the first business of the meeting.
- 42.3 The person chairing a meeting in accordance with this Article is referred to as the chair of the meeting.

## **43 Attendance and speaking by Directors and non-shareholders**

- 43.1 Directors may attend and speak at general meetings, whether or not they are shareholders.
- 43.2 The chair of the meeting may permit other persons, who are not shareholders of the Company or otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

## **44 Adjournment**

- 44.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.
- 44.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment or if it appears to the chair of the meeting that an

adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.

44.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

44.4 When adjourning a general meeting, the chair of the meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

44.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it to the same persons to whom notice of the Company's general meetings is required to be given and containing the same information which the original notice was required to contain.

44.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

### **Voting at General Meetings**

## **45 Voting**

### **General**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

## **46 Errors and disputes**

46.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

46.2 Any such objection must be referred to the chair of the meeting, whose decision is final.

## **47 Poll votes**

47.1 A poll on a resolution may be demanded either in advance of the general meeting where it is to be put to the vote or at a general meeting (either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared).

- 47.2 A poll may be demanded by the chair of the meeting, by the Directors or by any person having the right to vote on the resolution.
- 47.3 A demand for a poll may be withdrawn if the poll has not yet been taken and the chair of the meeting consents to the withdrawal.
- 47.4 Subject as provided in this Article, a poll must be taken when, where and in such manner as the chair of the meeting directs.
- 47.5 A poll on the election of the chair of the meeting or on a question of adjournment must be taken immediately.
- 47.6 Other polls must be taken within 30 days of their being demanded.
- 47.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.
- 47.8 In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

## 48 Form of proxy notices

- 48.1 An instrument appointing a proxy (a **proxy notice**) shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near to it as circumstances allow or in any other form which is usual or which the Directors may approve):

" Limited

I/We, \_\_\_\_\_, of \_\_\_\_\_, being a shareholder/shareholders of the Company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, or failing him, \_\_\_\_\_ of \_\_\_\_\_ as my/our proxy to vote in my/our names and on my/our behalf at the general meeting of the Company to be held on \_\_\_\_\_ 20\_\_\_\_ and at any adjournment of such meeting.

Authenticated on 20 "

- 48.2 Where it is desired to afford shareholders an opportunity of instructing the proxy how he shall act, the instrument appointing a proxy (a **proxy notice**) shall be in the following form (or in a form as near to it as circumstances allow or in any other form which is usual or which the Directors may approve):

" Limited

I/We, \_\_\_\_\_, of \_\_\_\_\_, being a shareholder/shareholders of the  
Company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, or failing him, \_\_\_\_\_ of \_\_\_\_\_

as my/our proxy to vote in my/our names and on my/our behalf at the general meeting of the Company to be held on 20 and at any adjournment of such meeting.

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.

Authenticated on 20 ".

## **49 Delivery of proxy notices**

- 49.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 49.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 49.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 49.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- 49.5 The appointment of a proxy and the power of attorney or other authority (if any) under which it has been executed on the appointor's behalf shall be deposited at the Office, or at such other place (within the United Kingdom) as is specified in the notice convening the meeting or in any notice of any adjourned meeting or in any appointment of proxy sent out by the Company in relation to the meeting, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote.
- 49.6 When calculating the period mentioned in Article 49.5, the Directors can decide not to take account of any part of a day that is not a working day.

## **50 Validity of votes by proxies and corporate representatives**

A vote given by a proxy or by a corporate representative shall be valid notwithstanding that the proxy or corporate representative has failed to vote in accordance with the instructions of the member by whom the proxy or corporate representative was appointed and the Company shall be under no obligation to check that any vote so given is in accordance with any such instructions.

## **51 Amendments to resolutions**

51.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
- (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

51.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

51.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

### **Administrative arrangements**

## **52 Means of communication to be used**

52.1 Subject to these Articles:

- (a) any document or information sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the CA 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company; and



- (b) any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

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

## **53 Deemed receipt**

53.1 Any document or information sent or supplied by the Company will be deemed to have been received by the intended recipient:

- (a) where delivered by hand to an address in the United Kingdom, at the time of delivery to that address (or, if the day on which it is delivered is not a working day, at 09:00 on the next working day);
- (b) where sent by first-class post to an address in the United Kingdom, and the Company is able to show that it was properly addressed, prepaid and posted, 24 hours after it was posted;
- (c) where sent by international mail to an address outside the United Kingdom, and the Company is able to show that it was properly addressed, prepaid and posted, 72 hours after it was posted;
- (d) where sent or supplied by electronic means, and the Company is able to show that it was properly addressed, 12 hours after it was sent;
- (e) where sent or supplied by means of a website:
  - (i) when the material was first made available on the website; or
  - (ii) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

53.2 In calculating a period of hours for the purposes of Article 53.1, no account will be taken of any part of a day that is not a working day.

53.3 The Company is not required to investigate or ascertain actual receipt by an intended recipient of any document or information, by whatever means sent or supplied.

## **54 Company seals**

54.1 Any common seal may only be used by the authority of the Directors.

- 54.2 The Directors may decide by what means and in what form any common seal is to be used.
- 54.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 54.4 For the purposes of this Article, an authorised person is any Director, the Secretary (if any) or any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

## **55 No right to inspect accounts and other records**

Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

## **56 Provision for employees on cessation of business**

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (including, subject to the CA 2006, a Director or former Director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

## **57 Purchase of own shares**

- 57.1 Subject to the CA 2006 but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the CA 2006, including (without limitation) with cash up to any amount in a financial year not exceeding the lower of:
- (a) £15,000; and
  - (b) the value of 5 per cent of the Company's share capital.

### **Directors' Indemnity and Insurance**

## **58 Indemnity**

- 58.1 Subject to Article 58.2, a relevant director of the Company or an associated company shall be indemnified out of the Company's assets against:
- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;

- (b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) CA 2006);
- (c) any other liability incurred by that director as an officer of the Company or an associated company.

58.2 Article 58.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

58.3 In this Article companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate and a relevant director means any director or former director of the Company or an associated company.

## **59 Insurance**

59.1 The Directors shall purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

59.2 In this Article:

- (a) a **relevant director** means any director or former director of the Company or an associated company;
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant director in connection with that relevant director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or an associated company; and
- (c) companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate.