

**COMPANIES ACT 2006**

**WRITTEN SPECIAL RESOLUTION TO ADOPT NEW ARTICLES OF  
ASSOCIATION**

**Company number: 3489593**

**Existing company name: Resources & Waste UK Limited**

**By means of a Special Written Resolution the members of the above named company resolved on 27th February 2015 that the document attached hereto and initialled by the Company Secretary be adopted as the Articles of Association of the company in replacement of and to the exclusion of the existing Articles.**

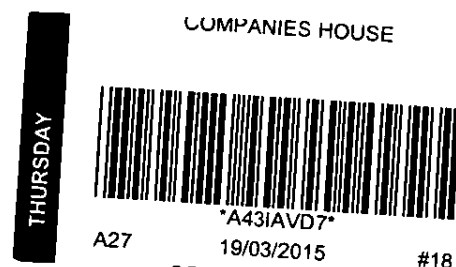
**Signed On behalf of the shareholders of Resources & Waste UK Limited**

**P A Gerstrom**

**Chairman and Director of the Environmental Services Association**

**B E Dennis,**

**Trustee of the Chartered Institution of Wastes Management and Chairman of its  
Executive Committee**



---

**A PRIVATE COMPANY LIMITED BY SHARES**

**THE ARTICLES OF ASSOCIATION**

**OF**

**RESOURCES AND WASTE UK LIMITED**

**Registered Number: 3489593**

---

*Handwritten signature*

## CONTENTS

1	PRELIMINARY	1
2	REGISTERED OFFICE	2
3	OBJECTS	2
4	FINANCIAL	3
5	LIMITED LIABILITY	4
6	WINDING UP OR DISSOLUTION	4
7	AMENDMENT TO THESE ARTICLES OF ASSOCIATION	4
8	ACCOUNTS	4
9	MEMBERS	4
10	GENERAL MEETINGS	5
11	NOTICE OF GENERAL MEETINGS	5
12	PROCEEDINGS AT GENERAL MEETINGS	6
13	VOTES OF MEMBERS	6
14	NUMBER OF DIRECTORS	8
15	POWERS OF BOARD OF DIRECTORS	8
16	DELEGATION OF THE POWERS OF BOARD OF DIRECTORS	8
17	APPOINTMENT AND RETIREMENT OF DIRECTORS	9
18	DISQUALIFICATION AND REMOVAL OF DIRECTORS	11
19	EXPENSES OF DIRECTORS	11
20	PROCEEDINGS OF THE BOARD OF DIRECTORS	11
21	DIRECTORS' CONFLICTS OF INTEREST	12
22	SECRETARY	14
23	MINUTES	14
24	MEANS OF COMMUNICATION TO BE USED	14
25	WINDING UP	15
26	INDEMNITY	15

*KWD*

## **COMPANY HAVING A SHARE CAPITAL**

### **ARTICLES OF ASSOCIATION**

**OF**

### **RESOURCES AND WASTE UK LIMITED (THE "COMPANY")**

#### **1 PRELIMINARY**

1.1 The regulations referred to in regulation 2, and set out in Schedule 1, of The Companies (Model Articles) Regulations 2008 (the "**Model Articles**") as amended from time to time apply to the Company except to the extent that they are excluded and modified by these Articles, and are to the exclusion of all other regulations and articles

1.2 In these Articles

"**Act**" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force

"**Articles**" means the articles of association of the Company for the time being in force

"**Clear Days**" in relation to the period of a notice means that period excluding the day when the notice is sent or deemed to be given and the day when it is received or on which it is to take effect

"**Board of Directors**" means those persons appointed as Directors of the Company in whom the management of the Company is vested

"**Director**" means a duly appointed director of the Company

"**Member**" means any member of the Company from time to time as defined in section 112 of the Act

"**Office**" means the registered office of the Company

"**Rules**" means the rules and regulations of the Company for the time being in force (if any)

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

1.3 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

- 1 5 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1.6 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time
- 1 7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision
- 1 8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 1 9 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them
- 1.10 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.11 Articles 9(1) and (3), 11(2) and (3), 13, 14, 17, 18, 19, 20, 26, 30 to 35, 44, 49 and 52 of the Model Articles shall not apply to the Company.
- 1.12 Article 7 of the Model Articles shall be amended by
- 1 12 1 the insertion of the words "for the time being" at the end of article 7(2)(a), and
- 1.12.2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"
- 1 13 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 1 14 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But"
- 1.15 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles," after the words "the transmittee's name".
- 1 16 Reference to the male gender shall be deemed to include reference to the female gender and vice versa and references to the singular shall include the plural and vice versa

## **2 REGISTERED OFFICE**

- 2.1 The registered office of the Company will be situated in England and Wales

## **3 OBJECTS**

- 3.1 The objects for which the Company is established (the "**Objects**") are to provide a vehicle through which the Company's Members may publish and disseminate responses to consultations, information and other communications to persons and organisations working in or with interests in

*Kuun*

the sustainable resources and waste management, waste disposal (including waste contracting, processing, management, resources recycling and transportation) and ancillary sectors (together the "**Relevant Sectors**"), in both the United Kingdom and worldwide.

3.2 In furtherance of the Objects but not otherwise and, further provided that the Company shall normally undertake all its activities and will operate and conduct its business only through its Members and in accordance with the provisions of these Articles, the Company shall have the power in both the United Kingdom and worldwide (subject always to applicable legislation)

3.2.1 to promote and support the publication of information and advice to all persons working in or interested in the Relevant Sectors;

3.2.2 to request its Members to promote and commission research into any matter relating to policy, best practice and standards in the Relevant Sectors and to make the results of such research generally available for the benefit of the Relevant Sectors and the public,

3.2.3 to support its Members in facilitating the interchange of knowledge respecting the Relevant Sectors and in providing for the publication, dissemination and acquisition of information connected with the Relevant Sectors;

3.2.4 to support and work with its Members to confer and co-operate with other organisations and individuals who are engaged in work with the same or similar objectives as those of the Company,

3.2.5 to support and work with its Members to establish and support, and to aid in the establishment and support of, any other company or organisation formed to promote all or any of the Objects,

3.2.6 to make such rules and regulations with regard to the affairs of the Company as it shall see fit so to do from time to time; and

3.2.7 to do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the Objects

3.3 The Company shall not undertake any trading activities in connection with the furtherance of its Objects.

#### **4 FINANCIAL**

4.1 The income and property of the Company shall be applied solely towards the promotion of its Objects as set forth in these Articles 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, and no Director of the Company or any other persons shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or professional charges or other benefit in money or money's worth from the Company and no Director or any other person shall receive payment for any services rendered to the Company or for out-of-pocket expenses.

4.2 The Company shall arrange for all costs, charges and expenses of and incidental to the formation, registration, administration and activities of the Company to be paid by its two Members in equal proportions.

## **5 LIMITED LIABILITY**

- 5 1 The liability of the Members is limited

## **6 WINDING UP OR DISSOLUTION**

- 6 1 If on the winding up or dissolution of the Company there remains any property whatsoever after the satisfaction of all its debts and liabilities, the surplus shall be distributed among the Members.

## **7 AMENDMENT TO THESE ARTICLES OF ASSOCIATION**

- 7 1 No addition, alteration or amendment shall be made to these Articles for the time being in force unless the same shall have been previously agreed by the Members at a general meeting of the Company.

## **8 ACCOUNTS**

- 8 1 True accounts shall be kept of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of property and goods by the Company and of the property, credits and liabilities of the Company, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the Articles for the time being, such accounts shall be open to the inspection of the Members. If the Members agree in general meeting, at least once in every year the accounts of the Company shall be examined and the correctness thereof ascertained by one or more properly qualified auditors

## **9 MEMBERS**

- 9.1 The Members of the Company as at the date of adoption of these Articles are the Chartered Institution of Wastes Management ("CIWM") and the Environmental Services Association ("ESA")
- 9.2 No organisation, corporate or unincorporate, shall be admitted a Member of the Company unless recommended and approved by the existing Members, and such Members shall not be obliged to state any reasons for refusal of membership
- 9 3 Each Member shall nominate a person to act as its representative in the manner provided in the Act. The representative shall have the right on behalf of the Member (to the extent to which the Member would if a person be entitled to do so) to attend general meetings of the Company and vote thereat, and generally to exercise all rights of membership on behalf of the Member A Member may from time to time revoke the nomination of its representative All such nominations and revocations shall be in writing and be delivered to the Secretary at the Office.
- 9 4 Shares in the Company may not be offered for sale or transferred, assigned or in any other way passed to a third party. If a Member wishes at any time to cease to be a Member of the Company it shall offer all its shares in the Company to the other Member for purchase at nominal value If, within 30 days, the other Member has not agreed to purchase all the said shares, the Company will forthwith be wound up
- 9 5 The Company shall retain a register of Members which shall be conclusive as to membership.



## **10 GENERAL MEETINGS**

- 10.1 The Company shall in each calendar 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 notice calling it.
- 10.2 Not more than 15 months shall lapse between the date of one annual general meeting of the Company and that of the next.
- 10.3 The annual general meeting in each year shall be held at such time and place as the Board of Directors shall appoint.
- 10.4 All general meetings other than the annual general meeting shall be called extraordinary general meetings
- 10.5 A general meeting of the Company may be called either by the Board of Directors or by a Member and, on the requisition of such a Member pursuant to the provisions of the Act, the Board of Directors shall forthwith proceed to convene an extraordinary general meeting for a date not later than 8 weeks after receipt of the requisition

## **11 NOTICE OF GENERAL MEETINGS**

- 11.1 The Company shall give at least 21 Clear Days' notice for
  - 11.1.1 an annual general meeting, or
  - 11.1.2 an extraordinary general meeting called for the passing of (i) a special resolution, or (ii) a resolution appointing a person as a Director.
- 11.2 All other extraordinary general meetings shall be called by at least 14 Clear Days' notice, but a general meeting may be called by shorter notice if it is so agreed:
  - 11.2.1 in the case of an annual general meeting, by all the Members entitled to attend and vote thereat, or
  - 11.2.2 in the case of any other meeting, by majority in number of the Members having a right to attend and vote, being a majority together holding not less than 95 per cent of the total voting rights at the meeting of all the Members.
- 11.3 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such
- 11.4 The notice shall be given to all the Members and to the Directors and the Company's accountants
- 11.5 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.



## **12 PROCEEDINGS AT GENERAL MEETINGS**

- 12.1 No business shall be transacted at any general meeting unless a quorum is present. The quorum for a general meeting of the Members of the Company shall be the two Members or a proxy for a Member or a duly authorised representative of a corporation.
- 12.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting if convened upon a requisition of Members shall be dissolved, and in any other case shall stand adjourned to the same day in the next week at the same time and place or to such other time as the Board of Directors may determine.
- 12.3 At each general meeting of the Company, the Members shall appoint one of their number to preside as chairman of that meeting.
- 12.4 A Director shall be entitled to attend and speak at any general meeting.
- 12.5 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 12.6 A resolution put to the vote of a general meeting shall be decided on a show of hands. The unanimous approval of all the Members is required for all resolutions and for the agreement of all business transacted at general meetings. The chairman shall not in any circumstances be entitled to a casting vote whether or not that may be in addition to any other vote he may have.
- 12.7 A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which that Member was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

## **13 VOTES OF MEMBERS**

- 13.1 At a general meeting of the Members of the Company, every Member present and entitled to vote shall have one vote.
- 13.2 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 13.3 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer or if such appointer is a corporation under its common seal or under the hand of some officer duly authorised in that behalf and shall be in the following form (or in the form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)



RESOURCES & WASTE UK LIMITED

We,

of

being a Member of the above-named Company, hereby appoint

of

or failing him,

of

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

Signed on

[date]

- 13 4 Where it is desired to afford Members an opportunity of instructing the proxy how he shall act, the instrument appointing a proxy shall be in the following form (or in the form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

RESOURCES & WASTE UK LIMITED

We,

of

being a Member of the above-named Company, hereby appoint

of

or failing him,

of

as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on

[date] , and at any adjournment thereof.

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

Resolution No 1      \*for      \*against

Resolution No. 2      \*for      \*against

\* strike out whichever is not desired.

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

Signed on

[date]



13.5 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified by a solicitor as a true copy or in some other way approved by the Directors may:

13 5 1 be deposited at the Office or such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and

13 5 2 an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid

#### **14 NUMBER OF DIRECTORS**

14.1 Unless otherwise determined by special resolution, the Board of Directors shall consist of not more than 6 Directors

#### **15 POWERS OF BOARD OF DIRECTORS**

15 1 Subject to the provisions of the Act and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board of Directors who may exercise all the powers of the Company, on behalf of the Company and shall report to the Members as appropriate

15 2 No alteration of the Articles and no such direction shall invalidate any prior act of the Board of Directors which would have been valid if that alteration had not been made or that direction had not been given

15.3 The powers given by Article 15.1 shall not be limited by any special power given to the Board of Directors by the Articles and a meeting of the Board of Directors at which a quorum is present may exercise all powers exercisable by the Board of Directors

15 4 At the first meeting of the Board of Directors, the Directors will appoint a person to be the Chief Executive Officer of the Company. The Chief Executive Officer will act as agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers, and the Chief Executive Officer will be responsible for all day-to-day activities, management and administration of the Company

15 5 The Board of Directors may invite such persons as it shall at its discretion determine to attend meetings of the Board of Directors or otherwise in the capacity of Observers and on such terms and conditions as the Board shall see fit but without at any time permitting such Observers the right to exercise a vote at any such meeting

#### **16 DELEGATION OF THE POWERS OF BOARD OF DIRECTORS**

16.1 The Board of Directors may not under any circumstances delegate any of its powers to any Committee howsoever constituted.



## **17 APPOINTMENT AND RETIREMENT OF DIRECTORS**

17.1 The Board of Directors shall be constituted as follows

17.1.1 a maximum of three of the Directors shall be nominated by CIWM; and

17.1.2 a maximum of three Directors shall be nominated by the ESA

17.2 By a decision of either the CIWM General Council or the ESA Board, each such Member may revoke the appointment of their respective nominated Directors and replace their nominated Directors at any time.

17.3 The first Directors shall be appointed at an Extraordinary General Meeting of the Company called for the purpose of appointing the first Directors of the Company

17.4 The first Directors shall be:

17.4.1 The President of the CIWM;

17.4.2 The Immediate Past-President of the CIWM;

17.4.3 A Director nominated by the CIWM Executive Committee,

17.4.4 The Chairman of the ESA,

17.4.5 The Immediate Past-Chairman of the ESA; and

17.4.6 A Director who shall be a member of the Board of the ESA and nominated by the ESA Board.

17.5 The subsequent appointment of nominated Directors from the CIWM and the ESA to the Board of the Company shall take place as follows

17.5.1 The appointment of the President of the CIWM as a Director shall take effect immediately on his/her installation as President of the CIWM and his/her appointment as a Director of the Company shall cease immediately upon the installation of the subsequent President of the CIWM

17.5.2 The appointment of the Immediate Past-President of the CIWM as a Director shall take effect immediately on his/her installation as Immediate Past-President of the CIWM and his/her appointment as a Director of the Company shall cease immediately upon the installation of the subsequent Past-President of the CIWM

17.5.3 Should either the President or Immediate Past-President of the CIWM be unable to continue in office as a Director of the Company then either the Senior or Junior Vice-President of the CIWM shall be nominated to be appointed immediately as a Director of the Company to act up to and including the next Annual General Meeting of the Company when a successor in accordance with Clause 17 of these Articles shall be appointed

17.5.4 The first Director appointed following nomination by the Executive Committee of the CIWM shall retire at the Annual General Meeting three years following his/her

appointment as a first Director but may, if willing to act, be re-nominated/appointed. If he/she is not re-nominated/appointed, he/she shall retain office until the meeting appointing another Director nominated by the CIWM Executive Committee.

17.5.5 Should a Director nominated by the CIWM Executive Committee be unable to continue in office as a Director of the Company, then the Executive Committee will immediately nominate a successor to be appointed a Director of the Company. Such appointment to the Board shall be ratified at the next Annual General Meeting of the Company.

17.5.6 The appointment of the Chairman of the ESA as a Director shall take effect immediately on his/her appointment as Chairman of the ESA and shall cease immediately upon the appointment of the subsequent Chairman of the ESA.

17.5.7 The appointment of the Immediate Past-Chairman of the ESA as a Director shall take effect immediately on his/her appointment as Immediate Past-Chairman of the ESA and shall cease immediately upon the appointment of the subsequent Immediate Past-Chairman of the ESA.

17.5.8 The first Director appointed following nomination by the Board of the ESA shall retire at the Annual General Meeting three years following his/her appointment as a first Director but may, if willing to act, be re-nominated/appointed. If he/she is not re-nominated/appointed, he/she shall retain office until the meeting appointing another Director nominated by the Board of the ESA from among the members of the Board of the ESA.

17.5.9 Should either the Chairman or Immediate Past-Chairman of the ESA be unable to continue in office as a Director of the Company then the Board of the ESA shall nominate a successor to be appointed immediately as a Director of the Company to act up to and including the next Annual General Meeting of the Company when a successor in accordance with Clause 17 of these Articles shall be appointed.

17.5.10 Should a Director nominated by the ESA Board cease to be a member of the ESA Board or be unable to continue in office as a Director of the Company, then the ESA Board will immediately nominate a successor from among the members of the ESA Board to be appointed a Director of the Company. Such appointment to the Board shall be ratified at the next Annual General Meeting of the Company.

17.6 Subject to the provisions of Article 17.1, no person shall be appointed or re-appointed a Director at any general meeting unless he is nominated by CIWM or by the ESA.

17.7 Not less than 7 nor more than 28 Clear Days before the date appointed for holding a general meeting, notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a Director retiring by rotation at the meeting) who is recommended by the Members for appointment or re-appointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or re-appointment as a Director. The notice shall give the particulars of that person which would, if he were so appointed or re-appointed, be required to be included in the Company's register of Directors.



- 17 8 Subject as aforesaid, a Director who retires at an annual general meeting may, if willing to act, be re-appointed. If he is not re-appointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting

## **18 DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- 18.1 The office of a Director shall be vacated

18 1 1 if he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director;

18 1 2 as a consequence of the provisions of Article 17.2;

18 1 3 if he becomes bankrupt or enters into an arrangement or composition with his creditors,

18.1 4 if he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs;

18 1.5 if by notice in writing to the Company, he resigns the office of Director;

18 1 6 if he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Board of Directors held during that period and the Directors resolve that his office be vacated; or

18 1 7 if he is removed from office by resolution duly passed under Section 168 of the Act

## **19 EXPENSES OF DIRECTORS**

- 19 1 All travelling, hotel and other reasonable expenses properly incurred by the Directors in connection with their attendance at meetings of Directors or general meetings or separate meetings of the Company or otherwise in connection with the discharge of their duties shall be reimbursed to them by the Member who nominated them as a Director of the Company.

## **20 PROCEEDINGS OF THE BOARD OF DIRECTORS**

- 20 1 Subject to the provisions of the Articles, the Board of Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Board of Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom.
- 20.2 At each meeting of the Board of Directors, the Members shall appoint one of their number to preside as chairman of that meeting.
- 20.3 All business transacted at a meeting and all questions arising at a meeting shall be decided unanimously. The chairman shall not in any circumstances have a second or casting vote.
- 20.4 The quorum for the transaction of the business of the Board of Directors shall be fixed by the Members and unless so fixed at any other number, shall be 4 Directors, of whom two shall be the ESA's nominated representatives and two shall be CIWM's nominated representatives.

- 20.5 The Board of Directors may act notwithstanding any vacancies in its number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors may act only for the purpose of filling vacancies or for calling a general meeting
- 20.6 All acts done by the Board of Directors or by a person acting as a Director shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 20.7 A resolution in writing signed by all the Directors entitled to receive notice of a Board of Directors meeting shall be as valid and effectual as if it had been passed at a Board of Directors meeting duly convened and held and may consist of several documents in the like form each signed by one or more Directors.

## **21 DIRECTORS' CONFLICTS OF INTEREST**

- 21.1 Regulation 14 of the Model Articles does not apply
- 21.2 This Article 21 contains provisions for dealing with Directors' conflicts of interest, so that the general duties of directors set out in sections 171 to 177 of the Act (the "general duties") are not infringed by anything done (or omitted) by a Director in accordance with this Article. So far as is lawful, the general duties have effect subject to any authority given by or under this Article 21
- 21.3 The authorisations in this Article 21 are subject to any more restrictive provisions contained in any contract between a Director and the Company, in any applicable policy or code adopted by the Company or in any conditions imposed in any authorisation under this Article 21. If any such provisions require disclosure or prior approval of any conflict of interest or benefit otherwise authorised by this Article, or impose conditions on any such authorisation (which may include conditions permitted by Article 21.8), the authorisations in this Article apply only to the extent that those requirements or conditions are complied with, provided that the Directors may excuse any non-compliance either before or after it occurs
- 21.4 A Director may be an officer or employee of, engaged in any other capacity in, or have a direct or indirect interest
- 21.4.1 in any connected company;
  - 21.4.2 if he is a Director appointed by another company which has, under these Articles or any contract between Members of the Company, a right to appoint a Director of the Company, his appointing company or any member of the same group as his appointing company,
  - 21.4.3 in any company whose securities are dealt with on a recognised investment exchange (as defined in the Financial Services and Markets Act 2000) or on AIM or Plus (or any successors to such markets), provided the Director's interest is limited to a direct or indirect holding of securities not amounting to more than 5% of the equity share capital of that company, or



21.4.4 in any trust or scheme whose primary purpose is the provision of pensions, life assurance or employee benefits or any employees' share scheme,

and may do anything in the ordinary course of acting in that character which is not calculated directly to harm the interests of the Company

21.5 A Director may exploit any property, information or opportunity wholly outside the scope of the Company's business or that of its connected companies. This Article 21.5 does not authorise a Director to exploit property of the Company or confidential information of the Company or information received by the Company under a duty of confidentiality.

21.6 The Directors may authorise any matter proposed to them which otherwise would or might infringe the duty of a Director to avoid conflicts of interest. Provided that he has declared the nature and extent of his interest as if the matter were a transaction or arrangement with the Company in which he was interested, a Director may vote and be counted in the quorum on any resolution to authorise a conflict of interest of his and section 175(6) of the Act shall not apply.

21.7 The Directors may

21.7.1 give any such authorisation subject to such conditions as they think fit; or

21.7.2 vary or terminate the authorisation or waive, vary or terminate any such conditions at any time or excuse any non-compliance with such conditions either before or after it occurs, but any termination or variation will not affect anything done or omitted to be done by the Director prior to such termination or variation.

21.8 The conditions may include that the Director

21.8.1 is to be excluded from discussions, whether at meetings of Directors or otherwise, relating to matters in respect of which he has the conflict of interest;

21.8.2 is not to be given documents or information relating to matters in respect of which he has the conflict of interest; or

21.8.3 may not vote, or count in the quorum at any future meeting of Directors in relation to any resolution relating to matters in respect of which he has the conflict of interest.

21.9 A Director who holds a position outside the Company or its connected companies which does not give rise to a conflict of interest or which is authorised by or under this Article 21 who in that character obtains any information in respect of which he owes a duty of confidentiality to another person (other than a connected company or a Director of the Company) is under no obligation to disclose such information to the Company or to use or apply any such confidential information for the purpose of or in connection with the performance of his duties as a Director if to do so would amount to a breach of that confidence.

21.10 Any authorisation of a conflict of interest authorised by or under this Article 21 shall (unless the contrary intention appears) extend to any conflict of interest which may reasonably be expected to arise out of the matter authorised either at the time of giving the authority or subsequently.

21.11 A Director is not required to account to the Company for any remuneration, profit or other benefit which he gains from any matter in respect of which he has a conflict of interest which has been



authorised by or under this Article 21; no contract, arrangement or transaction shall be avoided on the grounds of any conflict of interest so authorised, and the receipt of such remuneration, profit or benefit shall not constitute a breach of the Director's duty not to accept benefits from third parties.

- 21 12 The Company may by ordinary resolution authorise or ratify any contract, transaction, arrangement, conflict of interest, acceptance of a benefit or other proposal which might otherwise infringe or may have infringed the general duties, including any contravention of any provision of this Article 21

## **22 SECRETARY**

- 22 1 Subject to the provisions of the Act, the Secretary shall be appointed by the Board of Directors for such term and upon such conditions as it may think fit; and any Secretary so appointed may be removed by the Board of Directors. No Secretary shall receive remuneration

## **23 MINUTES**

- 23 1 The Board of Directors shall cause minutes to be made in books kept for the purpose of all

23 1 1 appointments of officers made by the Board of Directors, and

23.1 2 of all proceedings at meetings of the Company, and of the Board of Directors, including the names of the Directors present at each such meeting

## **24 MEANS OF COMMUNICATION TO BE USED**

- 24 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

24.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or 5 Clear Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least 5 Clear Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),

24 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

24 1 3 if properly addressed and sent or supplied by electronic means, 1 hour after the document or information was sent or supplied, and

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

For the purposes of this Article 24, no account shall be taken of any part of a day that is not a working day



- 24.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

## **25 WINDING UP**

- 25.1 The Company shall be wound up voluntarily whenever a special resolution that the Company be wound up is passed by the Members in a specially convened meeting for that purpose

## **26 INDEMNITY**

- 26.1 Subject to Article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled
- 26.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
- 26.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them, and
- 26.1.1.2 in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),
- 26.1.2 including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and
- 26.1.3 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in this Article 26 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure
- 26.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law
- 26.3 In this Article:
- 26.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- 26.3.2 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).