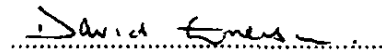


Company number 04182567

**RESOLUTION OF
INSPIRA CUMBRIA LIMITED
SPECIAL RESOLUTION**

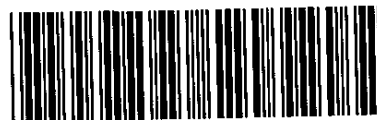
On 7th September 2018 the following resolution was duly passed as a special resolution:

1. THAT the Company adopt new Articles of Association in the form attached, to the exclusion of its current Articles of Association



D Emerson
Secretary

THURSDAY



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A17

27/09/2018

#184

COMPANIES HOUSE

COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION OF
INSPIRA CUMBRIA LIMITED
(Co No 04182567)

Defined terms

1.1 In these Articles, unless the context requires otherwise

"Articles" means the Company's Articles of association;

"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;

"Chairman" has the meaning given in Article 27;

"Chairman of the meeting" has the meaning given in Article 27;

"Charities Act" means the Charities Act 2011;

"Charity Commission": means the Charity Commission for England and Wales;

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

"Company" means Inspira Cumbria Limited the company intended to be regulated by these Articles.

"Connected Person" means any person falling within one of the following categories:

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or
- (b) the spouse or civil partner of any person in (a); or
- (c) any person who carries on business in partnership with a Director or with any person in (a) or (b); or
- (d) an institution which is controlled by either a Director, any person in (a), (b) or (c), or a Director and any person in (a), (b) or (c), taken together;
- (e) a corporate body in which a Director or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article;

"Director" means a director of the Company. The Directors are charity trustees as defined in the Charities Act;

"Document" includes, unless otherwise specified, any document sent or supplied in Electronic Form;

"Electronic Form" has the meaning given in section 1168 of the Companies Act 2006;

“Financial Expert” means a person who is reasonably believed by the Directors to be qualified to give advice on investments by reason of his ability in and practical experience of financial and other matters relating to investments;

“Member” has the meaning given in section 112 of the Companies Act 2006;

“Model Articles” means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);

“Ordinary Resolution” has the meaning given in section 282 of the Companies Act 2006;

“Participate”, in relation to a Directors’ meeting, has the meaning given in Article 11;

“Proxy Notice” has the meaning given in Article 34;

“Special Resolution” has the meaning given in section 283 of the Companies Act 2006; and

“Writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

- 1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.
- 1.3 The Model Articles shall not apply to the Company.

Objects

- 2 The Company’s objects are restricted specifically (in each case, only for the public benefit) to the following:
 - 2.1 to relieve unemployment in such ways as may be thought fit including assistance to find employment;
 - 2.2 to help young people and adults advance in life through providing support and activities which develop their skills, capabilities and capacities to enable them to participate in something as mature and responsible individuals;
 - 2.3 to promote social inclusion by preventing people from being or becoming socially excluded, helping people who are usually excluded and assisting them to integrate into society. (“Socially excluded” means being excluded from society or parts of society as a result of unemployment, financial hardship, age, unlawful discrimination or poor educational or skills attainment);

2.4 to advance education of people in such way as thought fit, including preparation for entry to any occupation, trade or profession;

2.5 to promote equality and diversity.

Powers

3 In pursuance of the Objects, but not further or otherwise, the Company has the power to:

- (a) accept (or disclaim) any gift of money, legacy or other property;
- (b) raise funds by way of subscription, donation or otherwise;
- (c) trade in the course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;
- (d) establish or purchase companies to carry on any trade;
- (e) sell, lease or otherwise dispose of all or any part of the Company's real or personal property and any and all rights of the Company, subject to such consents as may be required by law;
- (f) borrow or raise money and to give security for money borrowed or grants or other obligations by mortgage, charge, lien or other security on the Company's property and assets, subject to such consents as may be required by law;
- (g) lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;
- (h) buy, lease, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and maintain, alter, improve, manage, develop, construct, repair or equip it for use;
- (i) set aside funds for particular purposes or as reserves against future expenditure;
- (j) deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a Financial Expert, having regard to the suitability of investments and the need for diversification;
- (k) delegate the management of investments to a Financial Expert, but only on terms that:
 - (i) the Company's investment policy is set down in writing by the Directors for the Financial Expert;
 - (ii) all transactions are reported promptly and regularly to the Directors;
 - (iii) investment performance is reviewed regularly with the Directors;

- (iv) the delegation arrangement may be cancelled by the Directors at any time;
 - (v) a review of the investment policy and the delegation arrangement shall be carried out at least annually;
 - (vi) all payments due to the Financial Expert fall within a scale or a level which is agreed in advance and are notified promptly to the Directors on receipt;
 - (vii) the Financial Expert must not do anything outside the powers of the Company;
- (l) arrange for the investments or other property of the Company to be held in the name of a nominee (meaning a corporate body registered or having an established place of business in the United Kingdom) which is either under the control of the Directors or of a Financial Expert acting on their instructions, and to pay any reasonable fee required;
- (m) co-operate with other bodies and to exchange information and advice with them;
- (n) establish or support or aid in the establishment and support of any organisation formed for objects similar to any or all of the Objects;
- (o) enter into partnership or other arrangement with any other body with objects similar to any or all of the Objects;
- (p) acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any body with objects similar to any or all of the Objects;
- (q) enter into contracts to provide services to or on behalf of other bodies;
- (r) provide or procure the provision of advice;
- (s) publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes, instructional matter and any other form of information in or on any media;
- (t) promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
- (u) subject to article 7.2:
 - (i) employ and remunerate any person or persons as necessary for the proper pursuit of the Objects; and
 - (ii) make reasonable provision for the payment of pensions for employees and their dependents;
- (v) take out such insurance policies as are necessary to protect the Company;
- (w) provide indemnity insurance for the Directors or any other officer of the Company in accordance with and subject to the conditions in section 189 of the Charities Act;

- (x) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (y) alone or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities are confined to those permitted by law;
- (z) organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- (aa) provide and assist in the provision of money, materials or other aid;
- (bb) act as trustee and to undertake and execute charitable trusts;
- (cc) amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects similar to the Objects;
- (dd) do anything lawful which is calculated to further the Objects or is conducive desirable or incidental to doing so;
- (ee) develop effective planning and delivery arrangements with a wide range of local, regional and national organisations.

Liability of Members

- 4.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for
 - 4.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member,
 - 4.1.2 payment of the costs, charges and expenses of winding up, and
 - 4.1.3 adjustment of the rights of the contributories among themselves.

Application of Income and Property

- 5.1 The income and property of the Company shall only be applied to promote the Objects.
- 5.2 Except as provided below, no part of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Company. This shall not prevent any payment in good faith by the Company of:
 - (a) a benefit to any Member in the capacity of a beneficiary of the Company;

- (b) reasonable and proper remuneration to any Member for any goods or services supplied to the Company, provided that article 7 applies if such a Member is a Director;
- (c) interest on money lent by a Member to the Company at a reasonable and proper rate;
- (d) reasonable and proper rent for premises demised or let by a Member to the Company; and
- (e) any payment to a Member who is also a Director which is permitted under article 7.

Winding Up

- 6.1 On the winding up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remain (the **Company's remaining assets**) shall not be paid or distributed to the Members but shall be applied or transferred:
- (a) directly for one or more of the Objects;
 - (b) to any company or charities for purposes similar to the Objects; or
 - (c) to any company or charities for particular purposes falling within the Objects.
- 6.2 The decision on who is to benefit from the Company's remaining assets, pursuant to article 6.1, may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Directors at or before the time of winding up or dissolution.
- 6.3 In the event that no resolution is passed by the Members or by the Directors in accordance with this Article, the Company's remaining assets shall be applied for charitable purposes as directed by the court or the Charity Commission.

Payment to Directors

- 7.1 A Director:
- (a) is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Company;
 - (b) may benefit from trustee indemnity insurance purchased by the Company in accordance with section 189 of the Charities Act;
 - (c) may receive payment under an indemnity from the Company in the circumstances set out in article 40;
 - (d) may not receive any other benefit or payment from the Company unless it is authorised by this article 7 or has been authorised in advance by the Commission.

7.2 Unless the benefit or payment is permitted under article 7.3, no Director (including a Member who is also a Director) or Connected Person may:

- (a) buy and goods or services from the Company on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the Company;
- (c) be employed by, or receive any remuneration from the Company; or
- (d) receive any other financial benefit from the Company.

7.3 A Director or a Connected Person may:

- (a) receive a benefit from the Company in the capacity of a beneficiary of the Company provided that a majority of the Directors do not benefit in this way;
- (b) enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Company where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;
- (c) subject to article 7.4, enter into a contract for the supply of goods to the Company that are not supplied in connection with services provided to the Company by the Director or Connected Person;
- (d) receive reasonable and proper rent for premises let to the Company;
- (e) receive interest at a reasonable and proper rate on money lent to the Company;
- (f) take part in the normal trading and fund-raising activities of the Company on the same terms as members of the public; and
- (g) receive or retain any remuneration or other payment for which prior written authorisation has been obtained from the Commission.

7.4 The Company and its Directors may only rely on the authority provided by article 7.3(c) if each of the following conditions is satisfied:

- (a) the amount or maximum amount of the payment for the goods:
 - (i) is set out in an agreement in writing between the Company and the Director or Connected Person supplying the goods (the **Supplier**) under which the Supplier is to supply the goods in question to the Company;
 - (ii) does not exceed what is reasonable in the circumstances for the supply of the goods in question;

- (b) *the other Directors are satisfied that it is in the best interests of the Company to contract with the Supplier rather than someone who is not a Director or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Directors must balance the advantages of contracting with a Director against the disadvantages of doing so;*
- (c) *the Supplier:*
 - (i) *is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Company by them;*
 - (ii) *does not vote on any such matter and is not counted when calculating whether a quorum of Directors is present at the meeting; and*
- (d) *a majority of the Directors then in office are not in receipt of remunerations or payments authorised by this article 7.*

7.5 In article 7.3 and article 7.4, the "Company" includes any company in which the Company:

- (a) holds more than 50% of the shares; or
- (b) controls more than 50 % of the voting rights attached to the shares; or
- (c) *has the right to appoint one or more Directors to the company.*

7.6 A Director's duty under the Act to avoid a conflict of interest with the Company does not apply to any transaction authorised by this article 7.

Directors' general authority

8 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.

Directors may delegate

9.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles

- 9.1.1 to such person or committee;
- 9.1.2 by such means (including by power of attorney);
- 9.1.3 to such an extent;
- 9.1.4 *in relation to such matters or territories; and*
- 9.1.5 on such terms and conditions;

as they think fit.

- 9.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 9.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

- 10.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as possible on those provisions of the Articles which govern the taking of decisions by Directors.
- 10.2 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.

Directors to take decisions collectively

- 11.1 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 9.
- 11.2 If the Company only has one Director, and no provision of the Articles requires it to have more than one Director, the general rule does not apply, and the sole Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

Unanimous decisions

- 12.1 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.
- 12.2 Such a decision may take the form of a resolution in Writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in Writing.
- 12.3 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 12.4 A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

Calling a Directors' meeting

- 13.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.
- 13.2 Notice of any Directors' meeting must indicate—
 - 13.1.1 its proposed date and time;
 - 13.1.2 where it is to take place; and
 - 13.1.3 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.
- 13.3 Notice of a Directors' meeting must be given to each Director, but need not be in Writing.
- 13.4 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 7 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.

Participation in Directors' meetings

- 14.1 Subject to the Articles, Directors Participate in a Directors' meeting, or part of a Directors' meeting, when
 - 14.1.1 the meeting has been called and takes place in accordance with the Articles, and
 - 14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.2 In determining whether Directors are Participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 14.3 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.

Quorum for Directors' meetings

- 15.1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting.
- 15.2 The quorum for Directors' meetings shall be four.
- 15.3 If 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

15.3.1 to appoint further Directors, or

15.3.2 to call a general meeting so as to enable the Members to appoint further Directors.

Chairing of Directors' meetings

16.1 The Directors may appoint a Director to chair their meetings.

16.2 The person so appointed for the time being is known as the Chairman.

16.3 The Directors may terminate the Chairman's appointment at any time.

16.4 If the Chairman 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.

Voting at Directors Meetings

17.1 Each Director shall have one vote.

17.2 *If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting shall have a casting vote, except where, in accordance with the Articles, the Chairman or other Director chairing the meeting is not to be counted as participating in the decision making process for quorum or voting purposes.*

17.3 A Director must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

17.4 A Director must absent themselves from any discussions of the Directors in which it is possible that a conflict will arise between their duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

17.5 If a conflict of interests arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:

- (a) the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

- (b) the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and
- (c) the unconflicted directors consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.

A conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

Records of decisions to be kept

- 18 The Directors must ensure that the Company keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

Appointment of Directors

- 19.1 The number of Directors shall not be subject to any maximum but shall not be less than four.
- 19.2 A Director may not appoint an alternate director or anyone to act on their behalf at meetings of the Directors.

Methods of appointing Directors

- 20.1 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:
- 20.1.1 by Ordinary Resolution; or
 - 20.1.2 by a decision of the Directors.
- 20.2 In any case where, as a result of death, the Company has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a Director.

Termination of Director's appointment

21. A person ceases to be a Director as soon as—
- 21.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
 - 21.2 a Bankruptcy order is made against that person;
 - 21.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

- 21.4 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;
- 21.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 21.6 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.
- 21.7 that person is absent without the permission of the Directors from all their meetings held within a period of twelve months and the Directors resolve that his office be vacated.
- 21.8 that person is disqualified from acting as a charity trustee by virtue of the Charities Act;
- 21.9 that person ceases to be a Member of the Charity;
- 21.10 that person resigns by written notice to the Charity[, provided that at least four Directors will remain in office once the resignation takes effect;
- 21.11 that person is removed from office by a resolution of the Directors that it is in the best interests of the Charity that their office be vacated passed at a meeting at which at least half of the Directors are present. Such a resolution must not be passed unless:
 - (iii) the Director has been given at least 14 clear days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it will be proposed; and
 - (iv) the Director has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Directors must consider any representations made by the Director (or the Director's representative) and inform the Director of their decision following such consideration. There shall be no right of appeal from a decision of the Directors to terminate the Directorship of a Director.

Retirement by Rotation

- 22.1 At every annual general meeting of the Company one third of the Directors (or the number nearest to one third) shall retire from office.
- 22.2 The Directors to retire by rotation shall be those who have been in office the longest since their last appointment or reappointment. If there are any Directors who become Directors on the same day, or were last reappointed on the same day, those to retire shall (unless they agree otherwise amongst themselves) be determined by lot.

- 22.3 If a Director retires at an annual general meeting and is not reappointed he shall retain office until the end of the meeting.
- 22.4 Notwithstanding Articles 22.1 to 22.3 above, if there is only one Director he shall remain in office.

Members

- 23.1 No person shall be appointed as a Member unless approved by the Directors.
- 23.2 The Company shall maintain a register of Members and any person ceasing to be a Member shall be removed from the Register.
- 23.3 Membership is not transferable.

Termination of Membership

- 24 A Member shall cease to be a Member if:
- (a) they withdraw from membership by written notice to the Company; or
 - (b) if appointed as a Director, they cease to be a Director for any reason; or
 - (c) they die or cease to exist; or
 - (d) the Directors resolve to remove that person from membership of the Company

Attendance and speaking at general meetings

- 25.1 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.
- 25.2 A person is able to exercise the right to vote at a general meeting when—
- 25.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - 25.2.2 that person's 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.
- 25.3 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.
- 25.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

- 25.5 *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.*

Quorum for general meetings

- 26.1 No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 26.2 *Two persons being entitled to vote upon the business being transacted, each being a Member, or a proxy for a Member, or a duly authorized representative of a Member shall be a quorum.*

Chairing general meetings

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

Attendance and speaking by Directors and non-Members

- 28.1 Directors may attend and speak at general meetings, whether or not they are Members.
- 28.2 The Chairman of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

Adjournment

- 29.1 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 Chairman of the meeting must adjourn it.
- 29.2 The Chairman of the meeting may adjourn a general meeting at which a quorum is present if

- 29.2.1 the meeting consents to an adjournment, or
- 29.2.2 it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 29.3 The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 29.4 When adjourning a general meeting, the Chairman of the meeting must
 - 29.4.1 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
 - 29.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 29.5 *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 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)*
 - 29.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and
 - 29.5.2 containing the same information which such notice is required to contain.
- 29.6 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: general

- 30.1 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.
- 30.2 Every Member shall have one vote on a show of hands or on a poll as the case may be. Votes may be cast personally, or by proxy or by a duly authorized representative of a Member.
- 30.3 Any organization which is a Member may authorize such person as it thinks fit to act as its representative at any meeting of the Company, and that person shall be entitled to exercise the same powers on behalf of the Member as the Member itself.
- 30.4 For the avoidance of doubt, if the number of votes for and against a proposal are equal, the Chairman of the meeting shall have a second or casting vote.

Errors and disputes

- 31.1 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.
- 31.2 Any such objection must be referred to the Chairman of the meeting whose decision is final.

Poll votes

- 32.1 A poll on a resolution may be demanded
 - 32.1.1 in advance of the general meeting where it is to be put to the vote, or
 - 32.1.2 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.
- 32.2 A poll may be demanded by
 - 32.2.1 the Chairman of the meeting;
 - 32.2.2 the Directors;
 - 32.2.3 two or more persons having the right to vote on the resolution; or
 - 32.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 32.3 A demand for a poll may be withdrawn if
 - 32.3.1 the poll has not yet been taken, and
 - 32.3.2 the Chairman of the meeting consents to the withdrawal.
- 32.4 Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

Content of Proxy Notices

- 33.1 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which
 - 33.1.1 states the name and address of the Member appointing the proxy;
 - 33.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 33.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

- 33.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 33.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 33.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 33.4 Unless a Proxy Notice indicates otherwise, it must be treated as—
- 33.4.1 *allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and*
- 33.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of Proxy Notices

- 34.1 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.
- 34.2 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.
- 34.3 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.
- 34.4 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.

Amendments to resolutions

- 35.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if
- 35.1.1 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 Chairman of the meeting may determine), and
- 35.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.

35.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if

35.2.1 the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

35.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

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

Means of communication to be used

36.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 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.

36.2 Subject to the Articles, 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.

36.3 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.

Company seals

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

37.2 The Directors may decide by what means and in what form any common seal is to be used.

37.3 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.

37.4 For the purposes of this Article, an authorised person is—

37.4.1 any Director of the Company;

37.4.2 the Company secretary (if any); or

37.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

Provision for employees on cessation of business

- 38 The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company (other than 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.

Irregularities

- 39 The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

Indemnity

- 40.1 Subject to article 40.2, but without prejudice to any indemnity to which they may otherwise be entitled:
- (a) every Director or former director of the Company shall be indemnified out of the assets of the Company in relation to any liability they incur in that capacity; and
 - (b) every other officer or former officer of the Company may be indemnified out of the assets of the Company in relation to any liability they incur in that capacity.
- 40.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

Names and addresses of Subscribers

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Dated 15 March 2001

Witness to the above Signatures

John Noctor
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