

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION
OF THE NORTH EAST OF ENGLAND PROCESS
INDUSTRY CLUSTER LIMITED**

**Incorporated on 9 December 2002
under No. 04612141**

**(adopted by special resolution passed on 8 December
2021)**

The Companies Act 2006
A COMPANY LIMITED BY GUARANTEE

Articles of Association

of

THE NORTH EAST OF ENGLAND PROCESS INDUSTRY CLUSTER LIMITED

1. INTERPRETATION

1.1 In these Articles, the words in the first column of the table below, shall bear the meanings set opposite to them in the second column, if not inconsistent with the subject or context:

the Act	the Companies Act 2006 and every statutory modification, replacement or re-enactment of it for the time being in force.
the or these Articles	the Articles of Association of the Company, as amended from time to time.
Board	the Board of Directors.
Chair	the chair of Directors appointed in accordance with these Articles.
Company	the company regulated by these Articles.
Clear Day	in relation to a period of notice means that period excluding the day when the notice is given or is deemed to be given and the day for which it is given or on which it is to take effect.
Electronic Form	something sent by electronic means (as defined by the Act), such as an email or fax, or by any other means while still being in electronic form.
Eligible Directors	all Directors who would be entitled to vote on a resolution at a Board meeting.
Financial Expert	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000.
General Meeting	a general meeting of the Company.
Member	a member of the Company for the purposes of the Act and Members means all the members.
North East of England	means the area identified as the North East of England broadly from the Scottish Border in the north, Yorkshire in the south and east of the Pennines to the North Sea.
the Objects	the objects of the Company set out in Article 4.
the Office	the registered office of the Company.

the Register	the register of Members of the Company kept pursuant to the Act.
the Seal	the common seal of the Company, if it has one.
the Secretary	any person appointed to perform the duties of secretary of the Company.
a Director	a director of the Company and Directors means all the directors.
Vice Chair	the vice chair of Directors appointed in accordance with these Articles.
in writing or written	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 specifically stated otherwise:

- 1.2.1 Words or expressions bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company;
- 1.2.2 Words denoting the singular include the plural and vice versa;
- 1.2.3 Words denoting any one gender include all genders including gender neutral;
- 1.2.4 Each reference to **person** includes a reference to a body corporate, unincorporated association (which is an organisation that has no corporate personality), government, local authority, state, partnership, scheme, fund and trust (in each case, whether or not having separate legal personality); and
- 1.2.5 General words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

1.3 The Companies (Model Articles) Regulations 2008 shall not apply to the Company.

2. NAME & OFFICE

- 2.1 The name of the Company is The North East of England Process Industry Cluster Limited.
- 2.2 The Office of the Company will be situated in England.

3. GUARANTEE

Every Member undertakes that if the Company is wound up while they are a Member, or within one year after they cease to be a Member, that Member will contribute to the assets of the Company such amount as may be required for the payment of the debts and liabilities of the Company contracted before they cease to be a Member, payment of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves not exceeding £1.

4. OBJECTS

- 4.1 The Company's objects are:
 - 4.1.1 to connect businesses, educational establishments, statutory agencies, not for profit organisations and other bodies involved in chemicals, pharmaceuticals, speciality chemicals and biosciences in the North East of England ("**the Industry**"), and to facilitate the exchange of information and knowledge between them;

- 4.1.2 to promote best practice and opportunities to exploit new market developments for the benefit of the Industry and those operating within it;
- 4.1.3 to advance education and training in all areas of chemicals, pharmaceuticals, speciality chemicals and biosciences, to provide opportunities for research and to publish the useful results of the same for the benefit of the Industry;
- 4.1.4 to promote opportunities for technology transfers and the exploitation of such technology and associated knowledge in the Industry;
- 4.1.5 to support businesses and employers to recruit and retain employees to the Industry, and to promote sustainable employment opportunities in the Industry for the North East of England region;
- 4.1.6 to promote the establishment and development of new businesses in or related to the Industry, and to support the growth and development of existing businesses in that Industry;
- 4.1.7 to encourage and promote collaboration, partnerships and other joint initiatives between bodies operating in the Industry with a view to increasing competitive advantage in the Industry in the North East of England;
- 4.1.8 to increase public awareness in the North East of England in relation to the Industry and its areas of work, and to develop business links between bodies in the Industry and governmental organisations in the North East of England and beyond and to promote the views of the Industry to those organisations and to represent and/or campaign for change where in the interests of the Industry to do so;
- 4.1.9 to carry on any other business which in the opinion of the Board of Directors is ancillary or incidental to any of the above mentioned objects of the Company.

5. POWERS

- 5.1 In furtherance of the Objects but not further or otherwise, the Company shall have the following powers:
 - 5.1.1 to purchase, lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company;
 - 5.1.2 subject to such consents as may be required by law, to sell, exchange, let, mortgage, charge, grant or create security over, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Company;
 - 5.1.3 subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of the Company in such manner as may be thought fit and in particular by mortgages of, or charges upon or security over, the undertaking and all or any of the real and personal property or assets (present and future) of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description;
 - 5.1.4 to raise funds and organise appeals and invite and receive contributions from any person whatsoever by way of subscription, donation and otherwise, and whether or not subject to any special trusts or conditions;
 - 5.1.5 to set aside funds for special purposes or as reserves against future expenditure;
 - 5.1.6 to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to vary the

investments in such manner as may from time to time be determined subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;

- 5.1.7 to delegate the management of investments to a Financial Expert but only on terms that:
- (a) the investment policy is set down in writing for the Financial Expert by the Directors;
 - (b) every transaction is reported promptly to the Directors;
 - (c) the performance of the investments is reviewed regularly with the Directors;
 - (d) the Directors are entitled to cancel the delegation arrangements at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
 - (g) the Financial Expert must not do anything outside the powers of the Directors.
- 5.1.8 to arrange for investments or other property or assets of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) acting under the control of the Directors or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 5.1.9 to support collaboration between bodies operating in the Industry;
- 5.1.10 to establish, support, act as Director of or aid in the establishment and support of any associations, institutions or trusts in any way connected with the Objects or which shall further the Company's interests or any of them;
- 5.1.11 to employ staff and to make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Company and their spouses, civil partners, widows, widowers and other dependants and to provide life, health, accident and other insurances and other benefits (financial or otherwise) to or for the benefit of any of them;
- 5.1.12 to provide indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them, or any one of them, in respect of any negligence, default, breach of trust or breach of duty in relation to the Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors, or Director concerned, knew to be a breach of trust or breach of duty or which was committed by the Directors or Director in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors, or any Director, in their capacity as Directors, or a Director, of the Company;
- 5.1.13 to insure the property and assets of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 5.1.14 to use any form of media and communication including but not limited to printing and publishing any newspaper, periodicals, books, articles or leaflets using films, television, video and the internet;

- 5.1.15 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 5.1.16 to undertake or support research in furtherance of the Objects and to publish the useful results of such research;
- 5.1.17 in so far as is permitted by law, to give all kinds of indemnities and to guarantee the performance of the obligations and liabilities of any person in each case either with or without the Company receiving any consideration or advantage;
- 5.1.18 to arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and training courses;
- 5.1.19 to provide financial assistance, to make grants or loans of money, to give guarantees and donations to and to provide equipment and apparatus;
- 5.1.20 to make applications for consent under bye-laws or regulations and other like applications;
- 5.1.21 to pay out of the funds of the Company the costs, charges and expenses of, and incidental to, the management and administration of the Company;
- 5.1.22 to enter into contracts and provide services to or on behalf of other bodies;
- 5.1.23 to establish or acquire subsidiary companies to assist or act as agents for the Company; and
- 5.1.24 to do all such other lawful things as shall further the attainment of the Objects.

6. USE OF INCOME AND PROPERTY

- 6.1 The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members. Provided that this Article shall not prevent any payment in good faith by the Company:
 - 6.1.1 of reasonable and proper remuneration to any Member, Director, officer or employee of the Company for any goods or services supplied to the Company and of reasonable out-of-pocket expenses necessarily incurred in carrying out the duties of Director, officer or employee of the Company;
 - 6.1.2 of payment to a Director who is also employed by the Company under a contract of employment, which shall include the Chief Executive Officer;
 - 6.1.3 of reasonable and proper rent or hiring fee for premises let or hired to the Company by any Member or Director;
 - 6.1.4 of fees, remuneration or other benefit, in money or money's worth, to a company of which a Director may be a member holding not more than one per cent part of the issued share capital of that company;
 - 6.1.5 of an indemnity to any Director in respect of any liabilities properly incurred in running the Company in accordance with Article 233; and
 - 6.1.6 of the payment of any premium in respect of any indemnity insurance to cover the liability of the Directors as permitted under Articles 5.1.12 and 233.

7. CONFLICTS OF INTEREST

- 7.1 The Directors may, in accordance with the requirements set out in this article, authorise any conflict proposed to them by any Director which would, if not authorised, involve a Director (an 'interested Director') breaching their duty to avoid conflicts of interest under section 175 of the Companies Act 2006.
- 7.2 Any authorisation under this article 7 shall be effective only if:
- 7.2.1 to the extent permitted by the Companies Act 2006, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these articles or in such other manner as the Directors may determine;
 - 7.2.2 the matter was agreed to without the interested Director voting or taking part in any discussion of the directors on the matter; and
 - 7.2.3 any requirement as to the quorum for consideration of the relevant matter is met without counting the interested Director.
- 7.3 Any authorisation of a conflict under this article 7 may (whether at the time of giving the authorisation or subsequently):
- 7.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 7.3.2 provide that the interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the conflict;
 - 7.3.3 provide that the interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the conflict;
 - 7.3.4 impose upon the interested Director such other terms for the purposes of dealing with the conflict as the Directors think fit; and
 - 7.3.5 provide that, where the interested Director obtains, or has obtained (through their involvement in the conflict and otherwise than through their position as a Director of the company) information that is confidential to a third party, they shall not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence.
- 7.4 Where the Directors authorise a conflict, the interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Directors in relation to the conflict.
- 7.5 The Directors may revoke or vary such authorisation at any time, but this shall not affect the validity of anything done by the interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 7.6 A Director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which is authorised by these Articles and they derive from or in connection with a relationship involving a conflict which has been authorised by the Directors in accordance with these articles or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 7.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006 and subject to Articles 7.1 – 7.6, and provided they have declared the nature and extent of

their interest in accordance with the requirements of that Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:

- 7.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;
- 7.7.2 shall be an eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which they are interested;
- 7.7.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
- 7.7.4 may act by themselves or their firm in a professional capacity for the company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a Director;
- 7.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested.

8. MEMBERS' LIMITATION OF LIABILITY

The liability of the Members is limited.

9. MEMBERS

9.1 The Company shall admit to membership any organisation (incorporated or unincorporated) which:

- 9.1.1 meets the criteria for membership from time to time approved by the Directors;
- 9.1.2 applies to the Company using an application process from time to time approved by the Directors; and
- 9.1.3 is admitted to membership in accordance with those approved processes and whose name and details are included in the Register of Members;

and such persons shall be "**the Members**" of the Company.

9.2 The Directors may from time to time establish additional or informal categories of members and set out the different rights and obligations for each category, with such rights and obligations recorded in the Register of Members.

9.3 All Members must pay to the Company on becoming a Member an annual subscription fee applicable to their category of membership, such subscription fees to be decided by the Directors from time to time provided that any proposed annual increase greater than an amount equal to the annual percentage increase in the consumer price index for the United Kingdom (in October each year rounded to the nearest £5) shall be approved in advance by the Members.

9.4 The Directors may in their absolute discretion decline to accept any application for membership and need not give reasons for doing so.

9.5 In the case of a Member that is an unincorporated organisation, the Member itself shall be that organisation but it shall from time to time nominate any person to represent it and be named in the Register of Members (on trust for the organisation).

9.6 Membership of the Company shall automatically cease if:

- 9.6.1 a resolution is passed or an order is made for its winding up or it is placed in liquidation, or if an administrator or receiver is appointed, it winds up or it ceases to exist;
 - 9.6.2 a Member converts into or becomes part of another body, whether a corporate, unincorporated or public sector enterprise (a **Successor Body**) and the Company has not through its ordinary membership processes consented to the admission to membership of the Successor Body;
 - 9.6.3 a Member resigns their membership on giving not less than seven days' notice in writing to the Company;
 - 9.6.4 a Member is in arrears (for more than 30 calendar days in the payment of any monies (including subscription fees) due to the Company and the Member is removed in accordance with ordinary membership processes;
 - 9.6.5 they are named as a Member representing an unincorporated organisation and they cease to be connected to or nominated by that organisation, in which case the organisation shall nominate someone else in their place;
 - 9.6.6 they otherwise cease to qualify for membership under these Articles or under the membership criteria from time to time in place; or
 - 9.6.7 they are removed from membership by resolution of the Directors, following a recommendation from the Company's membership team, on the ground that in their reasonable opinion the Member's continued membership is harmful to the interests of the Company (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within fourteen Clear Days after receiving notice).
- 9.7 A Member whose membership is terminated under this Article shall not be entitled to a refund of any subscription fees and shall remain liable to pay to the Company any subscription fees or other sum owed by them up to the end of their current membership year..
- 9.8 The rights and privileges of a Member shall be personal to the Member and membership shall not be transferable.
- 9.9 Every Member shall be subject to the provisions of these Articles in relation to their membership and shall be deemed to have had knowledge of these Articles and to have consented to them at the time of or prior to them becoming a Member.

10. GENERAL MEETINGS

- 10.1 The Company may in each calendar year hold a General Meeting as its annual General Meeting (**AGM**) in addition to any other General Meetings in that year, and shall specify the meeting as such in the notice calling it. Not more than fifteen months shall elapse between the date of one AGM and that of the next.
- 10.2 All meetings other than an Annual General Meeting shall be known as General Meetings.
- 10.3 The Directors, or the Chair, may in addition whenever they think fit call General Meetings and on the requisition of Members pursuant to the provisions of the Act shall immediately proceed to convene a General Meeting in accordance with those provisions. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum at a Board meeting any Director or any Member may call a General Meeting.
- 10.4 All General Meetings including an AGM shall be called by at least 14 clear days' notice but any General Meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote being a majority together holding not less than 90 per cent of the total voting rights at the meeting of all the Members. The notice shall specify the time

and place of the meeting and only in the case of an AGM, shall specify the meeting as such and the notice shall be given to all the Members and to the Directors.

- 10.5 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that General Meeting.
- 10.6 No business shall be transacted at any General Meeting unless a quorum of Members is present. Save as herein otherwise provided, one third of the Members subject to a minimum of twenty Members present by authorised representative and entitled to vote on the business to be transacted shall be a quorum.
- 10.7 If, within fifteen minutes from the time appointed for the holding of a General Meeting, a quorum is not present or if during a meeting a quorum ceases to be present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week (but if that day falls on a bank or public holiday, the meeting will be held on the first business day (excluding Saturdays and Sundays) after that holiday), at the same time and place, or to such day, time and place as the Chair, or the Directors, shall appoint, and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present shall be a quorum.
- 10.8 The Chair shall preside as Chair at every General Meeting of the Company or if they shall not be present within fifteen minutes after the time appointed for holding the meeting, or shall be unwilling to preside, the Vice Chair (if any) shall, if present and willing to act, preside as Chair failing which the Members present shall elect one of their number to be chair of that meeting.
- 10.9 The Chair may with the consent of any General Meeting at which a quorum is present (and shall if so directed by the General Meeting) adjourn the General Meeting from time to time and from place to place but no business shall be transacted at any adjourned General Meeting other than business which might properly have been transacted at the General Meeting had the adjournment not taken place.
- 10.10 When a General Meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise, it shall not be necessary to give any such notice.
- 10.11 At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or upon the declaration of the result of the show of hands) a poll is:
 - 10.11.1 demanded by the Chair; or
 - 10.11.2 by not less than 10% of the Members present in person having the right to vote at the meeting (including proxies).
- 10.12 Unless a poll is so demanded, a declaration by the Chair that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 10.13 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 10.14 A demand for a poll made by a proxy for a Member will be treated in the same way as a demand made by the Member which appointed that proxy.

- 10.15 A poll shall be taken as the Chair directs and they may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of a poll. The result of the poll shall be deemed to be the resolution of the General Meeting at which the poll was demanded.
- 10.16 Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 10.17 No poll may be demanded on the election of a chair of a General Meeting or on any question of adjournment.
- 10.18 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall be entitled to a second or casting vote.
- 10.19 A Member may, by resolution of its directors or other governing body, authorise any person to act as its representative at any General Meeting and such representative shall be entitled to exercise the same powers on behalf of the corporation which they represent as if they had been an individual Member including power when personally present to vote on a show of hands and to demand or concur in demanding a poll.
- 10.20 An ordinary resolution to be proposed at a General Meeting may be amended by ordinary resolution if the proposed amendments do not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 10.21 A special resolution to be proposed at a General Meeting may be amended by ordinary resolution if the Chair of the meeting proposes the amendments at the General Meeting at which the resolution is to be proposed and the amendment does not go beyond which is necessary to correct a grammatical or other non-substantive error in the resolution.

11. GENERAL MEETINGS - VOTING

- 11.1 At a General Meeting every Member shall have one vote to be cast by the Member either personally by their authorised corporate representative, or by proxy.
- 11.2 No objection shall be raised to the qualification of any voter except at the General Meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid for all purposes. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.
- 11.3 Every Member shall be entitled to appoint another person as their proxy in accordance with the Act. A proxy does not need to be a Member.
- 11.4 Proxies may only be validly appointed by a notice in writing (a **proxy notice**) which states the name and address of the Member appointing the proxy, identifies the person appointed as proxy and the General Meeting in relation to which they are appointed, is signed by or on behalf of the Member and is delivered to the Company in accordance with these Articles.
- 11.5 The Directors may require proxy notices to be delivered in a particular form.
- 11.6 Proxy notices may specify how the proxy appointed under them is to vote (or to abstain from voting) on one or more resolution.
- 11.7 Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed as proxy discretion as how to vote on any ancillary or procedural resolutions put to the General Meeting and 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.
- 11.8 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the General Meeting or adjourned meeting to which it relates.

- 11.9 An appointment under a proxy notice may be revoked by delivering the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 11.10 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.

12. WRITTEN RESOLUTIONS OF MEMBERS

- 12.1 Except in the case of a resolution to remove a Director or an auditor before the end of their term, a resolution in writing is as effective as a resolution actually passed at a General Meeting duly convened and held provided that:
- 12.1.1 in the case of a special resolution, it is stated on the resolution that it is a special resolution, it is signed or agreed to by at least 75% of all those Members entitled to receive notice of and to attend General Meetings;
 - 12.1.2 in the case of an ordinary resolution, it is signed or agreed to by a majority of all those Members entitled to receive notice of and to attend General Meetings; and
 - 12.1.3 it complies with any other legal requirements from time to time.
- 12.2 A resolution in writing is passed when the required majority of Members have signified their agreement to it, which may be by Electronic Form.

13. DIRECTORS

- 13.1 Until otherwise determined by an ordinary resolution of the Company, the number of Directors shall not be less than three nor more than twelve.
- 13.2 The Chief Executive Officer of the Company for the time being shall, by virtue of holding that office (**ex officio**), be a Director. Otherwise, on the date when these Articles become binding on the Company, the Directors serving in office at the date of the adoption of the Articles shall be the Directors of the Company who shall serve in office for an initial term agreed by the Directors at that date and recorded in writing.
- 13.3 The Directors shall have power at any time from time to time to appoint any person who is able and willing to do so to be a Director subject to any maximum under Article 13.1 not being exceeded.
- 13.4 A person shall not be entitled to act as a Director, whether on a first or any subsequent entry into office, until they have signed a declaration of acceptance and willingness to act in accordance with the terms of these Articles.

14. TERM OF OFFICE OF DIRECTORS

- 14.1 Each Director shall be appointed for a three year term. At the end of each term a Director shall retire from office but may be re-appointed in accordance with this Article 14.
- 14.2 If the Directors at the meeting at which a Director retires from office do not fill the vacancy the retiring Director may, if:
- 14.2.1 willing to act; and
 - 14.2.2 having undergone a review process approved by the Directors and having met any criteria for continuation of their office specified by the Directors
- be re-appointed by the Directors for up to two further terms of three years.

- 14.3 No Director shall service in office for more than nine consecutive years provided that a Director may be reappointed annually thereafter if there are exceptional circumstances in the interests of the Company and the Directors unanimously resolve that they be reappointed.
- 14.4 Notwithstanding anything in these Articles, the Company may by ordinary resolution at a General Meeting of which special notice has been given in accordance with the Act remove any Director before the expiration of their period of office.

15. POWERS AND DUTIES OF THE DIRECTORS

- 15.1 Subject to the provisions of the Act and these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Directors for which purpose they may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by these Articles and at a Board meeting at which a quorum of Directors is present may exercise all the powers exercisable by the Directors.
- 15.2 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge, grant or create security over its undertaking, property and assets or any part of them and to give guarantees or issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party, but only in so far as is permitted by law.
- 15.3 Subject to the provisions of these Articles, the Directors may make rules with respect to the carrying into effect of all or any of the Objects or all or any of the provisions of these Articles.

16. DISQUALIFICATION OF DIRECTORS

- 16.1 The office of a Director shall be vacated if:
- 16.1.1 by written notice they resign from office; or
 - 16.1.2 the Directors pass a resolution to remove them from office on the basis that in their reasonable opinion, their conduct or behaviour is detrimental to the interests of the Company or otherwise in breach of any code of conduct in place from time to time; or
 - 16.1.3 the Members pass a resolution to remove them in accordance with the Act, provided that the Director in question has had the opportunity to respond to any proposed removal before the Members' resolution is considered; or
 - 16.1.4 in the case of an ex officio Director, they cease to be Chief Executive Office of the Company, unless the Board resolves to allow that Director to continue in office; or
 - 16.1.5 they absent themselves from Board meetings during a continuous period of six months without special leave of absence from the Directors and the Directors pass a resolution that they have by reason of such absence vacated office; or
 - 16.1.6 they are the subject of a written opinion by a registered medical practitioner who is treating that Director, addressed to the Company, stating that the Director has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or
 - 16.1.7 they die.

17. PROCEEDINGS OF THE DIRECTORS

- 17.1 The quorum necessary for the transaction of business of the Directors shall be one third of the Directors, subject to a minimum of three Directors. Questions arising at any meeting shall be

decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.

- 17.2 Unless otherwise resolved by the Directors, the Directors shall meet at least twice each year.
- 17.3 The Directors may from time to time elect from amongst their number a Chair and a Vice Chair. The Chair shall be entitled to preside at all Board meetings and General Meetings at which they shall be present. If there shall be no Chair or if at any meeting they are unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Vice Chair shall act as Chair of the meeting and if no Vice Chair is elected or if at any meeting they are unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Directors present shall choose one of their number to be chair of the meeting.
- 17.4 A Chair or a Vice Chair elected shall be deemed to have been elected for a term of three years (unless agreed otherwise by the Directors) if and for so long as they shall remain (and be eligible to remain) a Director. A retiring Chair and Vice-Chair may be re-elected.
- 17.5 The Directors may delegate the administration of any of their powers to individual Directors or to committees of Directors and any such delegated authority must be used in accordance with any rules that the Directors impose.
- 17.6 The Board may co-opt any person or people who are not Directors to serve on the committee, but any such committee must have at least one Director on it at all times.
- 17.7 All acts and proceedings taken under such delegated authority must be reported to the Directors as soon as reasonable.
- 17.8 Any committee of the Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than two members of the body concerned.
- 17.9 Any of the Directors, or any committee of the Directors, can take part in a Directors meeting or committee meeting by way of:
 - 17.9.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or
 - 17.9.2 a series of video conferences or telephone calls from the Chair.
- 17.10 Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the Chair will be treated as taking place where the Chair is. Otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chair is unless the Directors decide otherwise.
- 17.11 The Chair or Vice-Chair of the Directors may, and on the request of two Directors shall, at any time call a meeting of the Directors.
- 17.12 The Directors for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose.
- 17.13 All acts bona fide done by any meeting of the Directors, or of any committee of the Directors, or by any person acting as a Director, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director, or person acting as aforesaid, or that they or 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.

- 17.14 The Directors shall cause proper minutes to be made in books provided for the purpose of:
- 17.14.1 all appointments of officers made by the Directors;
 - 17.14.2 the names of Directors present at each meeting of the Directors and of any committee of the Directors; and
 - 17.14.3 all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of the Directors.
- 17.15 Any minutes of any meeting, if purporting to be signed by the chair of that meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without further proof of the facts stated in such minutes.
- 17.16 A resolution of the Directors may be taken by majority of the Directors at a meeting or by a resolution in writing agreed to by a majority of the Eligible Directors for the time being or of any committee of the Directors entitled to receive notice of a meeting of the Directors or of any such committee of the Directors (as the case may be) (provided that a decision cannot be taken by written resolution if the Eligible Directors would not have formed a quorum at a Directors' meeting). The resolution may consist of more than one document in the like form each signed by or otherwise agreed to by one or more than one person. For the avoidance of doubt, a Director may indicate their agreement to a resolution in Electronic Form.

18. SECRETARY

A Secretary may be appointed by the Directors for such term at such remuneration (if not a Director) and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Directors.

19. EXECUTION OF DOCUMENTS

The Directors shall provide for the safe custody of the Seal (if any) which shall be used only on the authority of the Directors, or of a committee of the Directors, authorised by the Directors in that behalf. Every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary (if any), or by a second Director, or by some other person appointed by the Directors for that purpose. Otherwise, documents shall be executed for and on behalf of the Company in accordance with the Act.

20. HONORARY OFFICERS

The Directors may, at any time and from time to time, appoint any person, whether a member of the Company or not, to be president, a vice-president or a patron of the Company. Such offices shall be honorary offices, carrying no executive duties or responsibilities and no voting powers.

21. ACCOUNTS

Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Company, carrying on activities of the nature carried on by the Company.

22. NOTICES

- 22.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 22.2 The only address at which a Member is entitled to receive notices is the address shown in the Register or an electronic address provided for that purpose.

- 22.3 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.
- 22.4 A Director may agree with the Company that notices or documents sent to that Director in a particular way are deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.
- 22.5 Where a document or information is sent or supplied by the Company by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.
- 22.6 Where a document or information is sent or supplied by the Company in Electronic Form to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and proving such service it will be sufficient to prove that it was properly addressed.
- 22.7 Where a document or information is sent or supplied by the Company by means of a website, service or delivery shall be deemed to be effected when:
- 22.7.1 the material is first made available on the website; or
- 22.7.2 if later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website.
- 22.8 A Member, or Director, present at any meeting, shall be deemed to have received notice of the meeting, and where requisite, of the purpose for which it was called.
- 22.9 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 by the Act.

23. INDEMNITY AND INSURANCE

- 23.1 The Company may indemnify a relevant Director against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.
- 23.2 In this article a 'relevant Director' means any Director or former Director of the Company.
- 23.3 The Company may indemnify an auditor against any liability incurred by them or it:
- 23.3.1 in defending proceedings (whether civil or criminal) in which judgment is given in their or its favour or they or it are acquitted; or
- 23.3.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to them or it by the Court.
- 23.4 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director (or officer of the Company) in respect of any relevant loss.

24. DISSOLUTION

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 remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined 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.