

**OPRL LIMITED (the "Company")**  
**Company Number 06853461**

**PRINT OF RESOLUTION FOR FILING AT COMPANIES HOUSE**

**Company Number 06853461**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**WRITTEN RESOLUTION**

**of**

**OPRL LIMITED (the "Company")**  
**passed on 27 November 2018**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following special resolution was duly passed as a written resolution of the Company:

**SPECIAL RESOLUTION**

That the articles of association contained in the document attached to this written resolution be adopted as the articles of association of the Company to the exclusion of, and in substitution for, the existing articles of association of the Company and (for the avoidance of doubt) to the exclusion of, and in substitution for, the relevant provisions of the memorandum of association that would otherwise be treated as provisions of the articles under section 28 of the Companies Act 2006.

**Company Secretary**

**OPRL Ltd**



**OPRL LIMITED (the "Company")**  
**Company Number 06853461**

**Minutes of a meeting of the directors of the Company held**

**at:** Webb Dev Lam Design Agency's Innovation Centre  
91 – 94 Lower Marsh, London SE1 7AB  
**on:** 27 November 2018  
**at:** 10 am

**PRESENT:**

Alison Jane Bevis (Chair)  
Keith Martin Freegard  
Stuart Lendrum  
Anne Elizabeth MacCaig  
Lee Colin Marshall  
Julian Charles Hunt  
Phillip David Ward  
Karen Graley Worral

**IN ATTENDANCE:** Maureen Goodyear (Secretary)

**PRELIMINARIES**

It was confirmed that due notice of the meeting had been given to all directors entitled to attend and that there was a quorum present

**BUSINESS OF THE MEETING**

It was reported that the meeting had been called for the purpose of considering, and if thought fit, recommending that the member of the Company adopt new articles of association.

**RESOLUTIONS**

The proposed new articles of association (the "**New Articles**") were presented to the meeting.

Following consideration by the directors of:

the New Articles; and

their duties under the Companies Act 2006 (the “**Act**”), including consideration of the matters referred to in section 172(1) of the Act

it was **RESOLVED** that adoption of the New Articles would be most likely to promote the success of the Company for the benefit of its members as a whole.

There was produced to the meeting a form of written resolution of the members of the Company to take effect as a special resolution to adopt the New Articles as the articles of association of the Company to the exclusion of, and in substitution for, the existing articles of association of the Company and (for the avoidance of doubt) to the exclusion of, and in substitution for, the relevant provisions of the memorandum of association (the “**Written Resolution**”). It was **RESOLVED** that the Written Resolution be approved and the secretary was instructed to circulate the same immediately to the member of the Company.

The meeting was then adjourned.

On resumption of the meeting it was reported that the Written Resolution was duly passed, having been signed by the members of the Company. Accordingly, it was reported that the New Articles had been adopted as the articles of association of the Company with immediate effect.

#### **FILING OF DOCUMENTS**

The secretary was instructed to arrange for the filing of the following documents with the Registrar of Companies:

a print of the Written Resolution; and  
a copy of the New Articles.

#### **OTHER BUSINESS**

There being no further business the meeting then ended.

Chair

OPRL Ltd

**THE COMPANIES ACTS 1985, 1989 AND 2006**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**of**

**OPRL LIMITED**

**Company Number: 06853461**

**Incorporated on: 20 March 2009**

**Articles adopted: 27 November 2018**

**COMPANY NO.: 06853461**  
**THE COMPANIES ACTS 1985, 1989 AND 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**OPRL LIMITED**

**1 PRELIMINARY**

In these Articles the following words and expressions have the following meanings:

**1.1 Definitions**

<b>"the Acts"</b>	the CA1985, CA1989 and CA2006 including any statutory modification or re-enactment thereof for the time being in force;
<b>"address"</b>	any postal or electronic address as defined in section 333(4) CA2006;
<b>"Articles"</b>	these articles of association, as altered from time to time by special resolution and "Article" shall be construed accordingly;
<b>"Auditors"</b>	the auditors from time to time of the Company;
<b>"CA1985"</b>	the Companies Act 1985;
<b>"CA1989"</b>	the Companies Act 1989;
<b>"CA2006"</b>	the Companies Act 2006;
<b>"clear days"</b>	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<b>"Chairman"</b>	the chairman of the board of directors appointed in accordance with Article 15.5;
<b>"Company"</b>	OPRL Limited;
<b>"electronic form"</b>	as defined in section 1168 of the CA2006;
<b>"electronic means"</b>	as defined in section 1168 of the CA2006;

<b>"Director"</b>	a Director of the company and the "Directors" means the Directors or any of them acting as the board of Directors of the Company;
<b>"executed"</b>	includes any mode of execution;
<b>"in writing"</b>	includes, without limitation, electronic means of communications;
<b>"office"</b>	the registered office of the Company;
<b>"Secretary"</b>	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; and
<b>"the UK"</b>	Great Britain and Northern Ireland.

1.2 In these Articles:

- 1.2.1 unless expressly defined in the Articles, words or expressions that are defined in the CA2006 bear the same meaning as in the CA2006;
- 1.2.2 words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender and words denoting persons include corporations;
- 1.2.3 headings and marginal notes are inserted for convenience only and do not affect the construction of these Articles;
- 1.2.4 the word "Directors" in the context of the exercise of any power contained in these Articles includes any committee consisting of one or more Directors to which or, as the case may be, to whom the power in question has been delegated;
- 1.2.5 powers of delegation shall not be restrictively construed but the widest interpretation shall be given to them;
- 1.2.6 no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation;
- 1.2.7 except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of the power;
- 1.2.8 the regulations contained in Table A and Table C of the Companies (Table A to F) Regulations 1985 (as amended or re-enacted or modified by any other provisions (whether before or after the date hereof) from time to time) shall not apply to the Company and the articles of association of the Company shall be as set out in these Articles; and

1.2.9 references to particular provisions of any of the Acts or any other statute shall be construed as references to those provisions and every statutory modification or re-enactment thereof for the time being in force.

## **2 MEMBERS**

- 2.1 The subscribers to the original Memorandum of Association and such other persons as are admitted to membership in accordance with these Articles shall be members of the Company. Every person who wishes to become a member shall deliver to the Company a written application to become a member in such form as the Directors require to be executed.
- 2.2 A member may at any time withdraw from the Company on giving 3 months' notice. *Membership shall only be transferable with the approval of the Members and in the case of an individual member membership shall cease on death.*
- 2.3 The liability of the members is limited.
- 2.4 Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a members, for payment of the debts and liability of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

## **3 GENERAL MEETINGS**

- 3.1 The Company shall not be required to hold an annual general meeting of its members.
- 3.2 The Directors may call general meetings and, on the requisition of the members, shall proceed to convene a general meeting pursuant to the provisions of section 304 CA2006. If there are not within the UK sufficient Directors to call a general meeting, any Director or any member of the Company may call a general meeting.

## **4 NOTICE OF GENERAL MEETINGS**

- 4.1 A general meeting called for the passing of an ordinary or a special resolution shall be called by at least 14 clear days' notice in writing but a 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 50% of the total voting rights at the meeting of all the members.
- 4.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. Subject to the provisions of the Articles the notice shall be given to all the members and to the Directors and auditors.
- 4.3 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.

## **5 PROCEEDINGS AT GENERAL MEETINGS**

- 5.1 No business shall be transacted at any meeting unless a quorum is present. A quorum shall be two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation. 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 shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.

- 5.2 The Chairman, if any, of the board of Directors or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the Chairman nor such other Director (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman.
- 5.3 If no Director is willing to act as chairman, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
- 5.4 A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
- 5.5 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.
- 5.6 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the Acts, a poll may be demanded:
  - 5.6.1 by the chairman; or
  - 5.6.2 by at least 2 members having the right to vote at the meeting; or
  - 5.6.3 by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting,and a demand by a person as proxy or a corporate representative for a member shall be the same as a demand by the member.
- 5.7 Unless a poll is duly demanded, a declaration by the chairman 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 the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 5.8 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 5.9 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.



- 5.10 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to any other vote he may have.
- 5.11 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 5.12 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 5.13 Subject to the provisions of the CA2006 a resolution in writing executed by or on behalf of a simple majority in the case of an ordinary resolution and a 75% majority in the case of a special resolution of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he 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.
- 5.14 Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.

## **6 VOTES OF MEMBERS**

- 6.1 Every member of the Company shall have one vote and no more. A member may vote either personally (or by a duly authorised corporate representative in the case of a corporate member) or by proxy (whether on a poll or otherwise).
- 6.2 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.
- 6.3 A member may appoint more than one proxy to attend on the same occasion.
- 6.4 The appointment of a proxy shall be in writing executed by or on behalf of the appointor. A proxy need not be a member of the Company.
- 6.5 The proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

I/We ..... of.....being a  
member/members of the 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 general meeting of the Company to be held on  
.....and at any adjournment thereof.

Signed: .....

Date: .....

- 6.6 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the appointment of a proxy shall contain the following clause (or a clause as near thereto as circumstances allow or any other clause which is usual or which the Directors may approve):

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

Resolution	For	Against

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

- 6.7 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:

6.7.1 in the case of an instrument in writing, be left at or sent by post or facsimile transmission to the office or at such other place within the UK 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; or

6.7.2 in the case of an appointment made by electronic means, where an address has been specified for the purpose of receiving communications in electronic form:

- a) in the notice covering the meeting, or
- b) in any instrument of proxy sent out by the Company in relation to the meeting, or
- c) in any invitation contained in electronic form to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

6.7.3 in the case of a poll taken more than 48 hours after it is demanded, be left at or sent by post or facsimile transmission or electronic form to the address or place or at such other place within the UK 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 after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

- 6.7.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Secretary or to any Director,
- 6.7.5 and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid unless, at the absolute discretion of the Directors, such invalid appointment of proxy is accepted as valid by the Directors.
- 6.8 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in electronic form, at the address at which the appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 6.9 An instrument appointing a proxy shall be deemed to include the right to demand, or join in demanding, a poll. *The instrument of proxy shall also be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit.* The instrument of proxy shall, unless it provides to the contrary, be valid for any adjournment of the meeting as well as for the meeting to which it relates. Deposit of an instrument of proxy does not preclude a member from attending and voting at the meeting to which it relates or any adjournment of that meeting.

## **7 NUMBER OF DIRECTORS**

- 7.1 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one. Whenever the minimum number of directors is one, a sole director shall have authority to exercise all the powers and discretions by these Articles expressed to be vested in the directors generally.

## **8 POWERS OF DIRECTORS**

- 8.1 Subject to the provisions of the Acts, the Memorandum of Association of the Company and these Articles, the Directors may exercise all the powers of the Company.

## **9 DELEGATION OF DIRECTORS' POWERS**

- 9.1 The Directors may delegate any of their powers to any committee provided it includes one or more Directors. The Directors may also delegate to any Director holding an executive office such of their powers as the Directors consider desirable to be exercised by him. In either case, any such delegation may be made upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their powers. The Directors may from time to time revoke, withdraw, alter or vary all or any of such powers.
- 9.2 Any Director or Directors appointed to a committee shall in his or their absolute discretion be entitled to co-opt up to 6 (or such other number as the Directors may from time to time determine) persons as additional committee members to assist the committee in its activities.

## **10 APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 10.1 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 7.1 above as the maximum number of directors and for the time being in force.

## **11 DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- 11.1 A Director shall vacate his office as Director if:

11.1.1 he ceases to be a Director by virtue of any provision of the Acts or he becomes prohibited by law from being a Director; or

11.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

11.1.3 he is, or may be, suffering from mental disorder and either:

- a) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or similar legislation in Scotland or outside the UK, or
- b) an order is made by a court having jurisdiction (whether in the UK or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or

11.1.4 he resigns his office by notice to the Company; or

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

11.1.6 if, being a Director appointed by a member, such member ceases to be a member.

## **12 REMUNERATION OF DIRECTORS**

- 12.1 Save for the Chair and the Executive Director, the Directors shall not be paid remuneration other than reasonable expenses incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or otherwise in connection with the discharge of their duties.

12.2 The Chair and Executive Director are entitled to such remuneration as the Directors determine for their services to the Company. The Chair and Executive Director's remuneration may take any form and include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits.

## **13 DIRECTORS' CONFLICT OF INTERESTS**

- 13.1 The Directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest provided that, for this purpose, the Director in question and any other interested Director are not counted in the quorum at any board meeting at which such matter is

authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

13.2 Any authorisation given under Article 13.1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict so authorised.

13.3 Where the Directors give authority under Article 13.1:

13.3.1 they may (whether at the time of giving the authority or subsequently) require that the relevant Director is excluded from the receipt of information, participation in discussion and/or the making of decisions (whether at Directors' meetings or otherwise) related to the matter that is the subject of the authorisation and impose upon the relevant Director such other terms for the purpose of the authorisation as they think fit and:

- a) the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the authorisation; and
- b) the relevant Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the CA2006 provided he acts in accordance with such terms;

13.3.2 they may provide that where the relevant Director obtains (otherwise than through his position as a Director of the Company) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;

13.3.3 the Directors may revoke or vary the authority at any time but this will not affect anything done by the relevant Director prior to such revocation in accordance with the terms of such authority.

13.4 A Director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter which has been authorised by the Directors pursuant to Article 13.1 (subject in any case to any limits or conditions to which such approval was subject).

13.5 Subject to any terms of an authorisation imposed pursuant to Article 13.1 and subject to Article 14 and compliance with sections 175, 177 and 182 CA2006, a Director is entitled to vote at any meeting of the Directors or of a committee of Directors on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company and, in relation to any such resolution (whether or not he votes on the same), he is to be taken into account in calculating the quorum present at the meeting.

#### **14 DIRECTORS' DECLARATION OF INTERESTS**

14.1 A Director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Directors before the Company enters into the transaction or arrangement in accordance with the CA2006.

14.2 A Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent

of his interest to the other Directors as soon as is reasonably practicable in accordance with the CA2006, unless the interest has already been declared under Article 14.1.

- 14.3 Subject, where applicable, to the disclosures required under Article 14.1 and Article 14.2, and to any terms and conditions imposed by the Directors in accordance with Article 13, a Director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.
- 14.4 A Director need not declare an interest under Article 14.1 and Article 14.2 as the case may be:
- 14.4.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - 14.4.2 of which the Director is not aware, although for this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware;
  - 14.4.3 if, or to the extent that, the other Directors are already aware of it, and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware; or
  - 14.4.4 if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting.

## **15 PROCEEDINGS OF DIRECTORS**

- 15.1 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. Meetings of the Directors shall be held at least 5 times in every 12 month period (or with such lesser frequency as the Directors may, at their discretion, deem necessary or desirable) and on such other occasions as may be necessary or desirable, provided that the Company shall give not less than 7 days' prior notice of each meeting of the Directors to every Director. Such notice shall, where appropriate, be accompanied by an agenda specifying the business to be transacted at such meeting, except in an emergency (which shall be determined by a majority of the Directors) when no agenda shall be necessary and only reasonable notice to enable all Directors to be present shall be given. Any Director may waive notice of a meeting and any such waiver may be retrospective. Any Director for the time being absent from the UK, may provide an alternative address for notice of meetings of the Directors and where he fails to do so he shall be treated as having waived his entitlement to notice.
- 15.2 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote.
- 15.3 The quorum for the transaction of the business of the Directors shall be 3. Any Director who ceases to be a Director at a Directors' meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of the Directors' meeting if no other Director objects.
- 15.4 A person entitled to be present at a meeting of the Directors shall be deemed to be present for all purposes if he is able (directly or by electronic means) to speak to and be heard by all those present or deemed to be present simultaneously. A Director so deemed to be present shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where it is convened to be held or (if no Director is present in that place) where the largest group of those participating is assembled, or, if there is no such

group, where the chairman of the meeting then is. The word "meeting" in these Articles shall be construed accordingly.

- 15.5 The Chairman shall be appointed by the Directors. The Chairman will be appointed for a maximum term of three years, renewable once only.
- 15.6 The Director so appointed as Chairman shall preside at every meeting of Directors at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within 5 minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.
- 15.7 Subject to any conditions imposed on the committee by the Directors, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.
- 15.8 A committee shall, in the exercise of the powers delegated to it:
  - 15.8.1 conform to any remit or regulations that are imposed upon them by the Directors; and
  - 15.8.2 report upon its material decisions and proceedings to the next meeting of Directors.
- 15.9 A committee may meet and adjourn as it thinks proper. The chairman of a meeting of a committee shall be appointed by the Directors. If no such chairman is appointed, or if at any such meeting the chairman of the committee is not present within 5 minutes after the time appointed for the meeting, the members of the committee present may choose one of their number to be chairman of the meeting. Questions arising at any meeting shall be determined by a majority of votes of the committee members present. In the case of equality, the person chairing the committee shall have a second or casting vote.
- 15.10 All acts done by a meeting of Directors, or of a committee including Directors, or by a person acting as a Director shall, notwithstanding that it be 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, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director.
- 15.11 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.
- 15.12 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

## **16 SECRETARY**

- 16.1 Subject to the provisions of the Acts, a Secretary may be appointed by the Directors and any Secretary so appointed may be removed by them.

## **17 MINUTES**

- 17.1 The Directors shall cause minutes to be made in books kept for the purpose:
  - 17.1.1 of all appointments of officers made by the Directors; and

17.1.2 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

## **18 ACCOUNTS**

18.1 The Directors shall cause proper books of account to be kept with respect to:

18.1.1 all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;

18.1.2 all sales and purchase of goods and services by the Company; and the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the affairs of the Company and to explain its transactions.

18.2 The books of account shall be kept at the registered office of the Company or, subject to section 388 of the CA2006, at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.

18.3 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors and no member (not being a Director) shall have the right of inspection of any account or book or document of the Company except as conferred by statute or authorised by the Directors.

## **19 NOTICES**

19.1 Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Directors) shall be in writing or shall be given using electronic means to an address for the time being notified for that purpose to the person giving the notice.

In this Article "notice" shall mean any notice, information, document, memorandum or the like.

19.2 The Company may give any notice to a member:

19.2.1 personally; or

19.2.2 by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address; or

19.2.3 by sending it using electronic means to an address for the time being supplied to the Company by the member for that purpose.

19.3 A member whose registered address is not within the UK and who gives to the Company an address within the UK at which notices may be given to him or an address to which notices may be sent using electronic means, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

19.4 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.



- 19.5 This Article applies to any notice to be given to or by any person pursuant to these Articles. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice sent by electronic means was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice sent by post shall be deemed given, if sent by first class post, on the day following that on which the envelope containing it was posted.
- 19.6 This Article applies to any notice to be given to or by any person pursuant to these Articles. A notice sent by electronic means to a member to an address supplied to the Company by the member for that purpose shall be deemed given 12 hours after the time of despatch or at such earlier time as receipt is acknowledged. A notice left at the registered address of a member shall be deemed given when delivered.
- 19.7 Any notice is validly sent or supplied by the Company to a member by being made available on a website if:
- 19.7.1 the member has agreed (generally or specifically) that the notice may be sent or supplied to him in that manner, or he is taken to have so agreed under Schedule 5 the CA2006, and in either case he has not revoked that agreement;
- 19.7.2 the Company has notified the intended recipient of:
- a) the presence of the notice on the website;
  - b) the address of the website;
  - c) the place on the website where it may be accessed;
  - d) how to access the notice; and
  - e) any other information prescribed by the CA2006 including, when the notice is a notice of a general meeting, that fact, the place, date and time of the meeting; and
- 19.7.3 the notice is available on the website throughout the period specified by any applicable provision of the CA2006 or, if no such period is specified, the period of 28 days starting on the date on which the notification referred to in this Article is sent to the relevant member.
- 19.8 Subject to the Acts, any notice that is sent or supplied otherwise than in hard copy or electronic form or by means of a website is validly sent or supplied if it is sent or supplied in a form or manner that has been agreed by the intended recipient.

## **20 WINDING UP**

- 20.1 If on the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property or assets whatever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions (whether charitable or otherwise) having objects similar to the objects of the Company.

## **21 INDEMNITY**

21.1 Subject to the provisions of the CA2006 (but so that this Article does not extend to any matter insofar as it would cause this Article or any part of it to be void thereunder), the Company shall:

21.1.1 without prejudice to any indemnity to which the person concerned may otherwise be entitled, indemnify any Director or other officer (other than an auditor) of the Company and any associated company against all losses and liabilities incurred by him in the actual or purported execution, or discharge, of his duties in relation to:

- a) the Company;
- b) any associated company; and
- c) any occupational pension scheme of which the Company or any associated company is a trustee,

including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company, any associated company or any occupational pension scheme of which the Company or any associated company is a trustee; and

21.1.2 without prejudice to the provisions of this Article 21, purchase and maintain insurance of any person who is or was a Director or officer against any loss or liability which he may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust or otherwise in relation to the Company, any associated company or any occupational pension scheme of which the Company or any associated company is a trustee.

21.2 For the purposes of this Article 21, the expression “associated company” bears the same meaning as in section 256 of the CA2006.