

# **Articles of association—private company limited by guarantee**

Relating to National College for Nuclear

(as adopted by special resolution passed on 18<sup>th</sup> September 2023)

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

**National College for Nuclear**

Each subscriber to this memorandum of association wishes to form a Company under the Companies Act 2006 and agrees to become a member of the Company.

Subscriber : Lakes College West Cumbria

Subscriber : Bridgwater College

Dated:- 14th March 2016

Articles v 4.docx

Clarke Willmott LLP 1 Georges Square Bath Street Bristol BS1 6BA UK

DX: 78247 Bristol 1 switchboard 0845 209 1000 [www.clarkewillmott.com](http://www.clarkewillmott.com)

A limited liability partnership registered in England and Wales with registration number OC344818. Authorised and regulated by the Solicitors Regulation Authority (SRA Number: 510689), whose rules can be found at <http://www.sra.org.uk/handbook/>. A list of the members of Clarke Willmott LLP, and of those non-members who are designated as partners, is open to inspection at its registered office and principal place of business at 138 Edmund Street, Birmingham, West Midlands, B3 2ES. Any reference to a 'partner' is to a member of Clarke Willmott LLP, or an employee or consultant who is a lawyer with equivalent standing and qualifications.

## **Contents**

1	Defined terms and interpretation	1
2	Object	3
3	Powers	3
4	Not for distribution	4
5	Winding up	4
6	Liability of members	4
7	Directors' general authority	5
8	Power to change the company's name	5
9	Directors may delegate or subcontract	5
10	Committees	6
11	Directors to take decisions collectively	6
12	Unanimous decisions	6
13	Calling a directors' meeting	6
14	Participation in directors' meetings	7
15	Quorum for directors' meetings	7
16	Chair of directors' meetings	8
17	Casting vote	8
18	Directors' interests	8
19	Directors' conflicts of interest	8
20	Records of decisions to be kept	10
21	Directors' discretion to make further rules	10
22	Methods of appointing and removing directors	11
23	Termination of director's appointment	11
24	Directors' remuneration	11
25	Directors' expenses	12
26	Appointment and removal of alternate directors	12
27	Rights and responsibilities of alternate directors	12
28	Termination of alternate directorship	13
29	Application for membership	13
30	Termination of membership	14

31	Expulsion of member	14
32	Attendance and speaking at general meetings	14
33	Quorum for general meetings	15
34	Chairing general meetings	15
35	Attendance and speaking by directors and non-members	15
36	Adjournment	16
37	Voting: general	16
38	Errors and disputes	17
39	Poll votes	17
40	Content of proxy notices	17
41	Delivery of proxy notices	18
42	Amendments to resolutions	19
43	Means of communication to be used	19
44	Deemed delivery of documents and information	20
45	Company seals	21
46	No right to inspect accounts and other records	21
47	Provision for employees on cessation of business	21
48	Secretary	21
49	Rules	21
50	Indemnity	22
51	Insurance	22

**The Companies Act 2006**

**Private Company Limited by Guarantee**

**ARTICLES OF ASSOCIATION**

**of**

**NATIONAL COLLEGE FOR NUCLEAR**

**PART 1, INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY**

**1 Defined terms and interpretation**

1.1 In the articles, unless the context requires otherwise:

<b>"address"</b>	has the meaning given in section 1148 of the Companies Act 2006;
<b>"articles"</b>	means the company's articles of association;
<b>"bankruptcy"</b>	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
<b>"Board"</b>	means the board of directors of the Company;
<b>"Chair"</b>	has the meaning given in article 16;
<b>"Chair of the meeting"</b>	has the meaning given in article 35;
<b>"Companies Acts"</b>	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;
<b>"director"</b>	means a director of the company, and includes any person occupying the position of director, by whatever name called, and references to the "directors" means (where the context so permits) the Board;
<b>"document"</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>"electronic form"</b>	has the meaning given in section 1168 of the Companies Act 2006;
<b>"electronic means"</b>	has the meaning given in section 1168 of the Companies Act 2006;
<b>"eligible director"</b>	has the meaning given in article 12;
<b>"founder members"</b>	means Bridgwater College and Lakes College, and founder member shall mean either of them.
<b>"hard copy form"</b>	has the meaning given in section 1168 of the Companies Act 2006;

<b>"instrument"</b>	means a document in hard copy form;
<b>"member"</b>	has the meaning given in section 112 of the Companies Act 2006;
<b>"operating agreement"</b>	an agreement entered into between the company and an educational establishment in order to deliver any of the teaching or other requirements of the company in furtherance of its objects, with the first such operating agreements being intended to be between the company and its initial members, Bridgwater College and Lakes College;
<b>"ordinary resolution"</b>	has the meaning given in section 282 of the Companies Act 2006;
<b>"participate"</b>	in relation to a directors' meeting, has the meaning given in article 14;
<b>"proxy notice"</b>	has the meaning given in article 41;
<b>"relevant officer"</b>	means any person who is or was at any time a director, secretary or other officer (except an auditor) of the company or any undertaking in the same group as the company;
<b>"special resolution"</b>	has the meaning given in section 283 of the Companies Act 2006;
<b>"subsidiary"</b>	has the meaning given in section 1159 of the Companies Act 2006; and
<b>"writing"</b>	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 The relevant model articles (within the meaning of section 20 of the Companies Act 2006) are excluded.
- 1.3 Unless the context otherwise requires, other words or expressions contained in the articles bear the same meaning as in the Companies Act 2006 as in force on the date when the articles become binding on the company.
- 1.4 Except where the contrary is stated or the context otherwise requires, any reference in the articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.
- 1.5 Words importing the singular number only include the plural and vice versa. Words importing persons include corporations.

## **2 Object**

- 2.1 The object of the company is to operate an educational establishment called the National College for Nuclear (or such other name as may be agreed from time to time by the Board) in order to develop and support education, skills and training provision, and associated capabilities, including accreditations, skills and training development, and consultancy services, for the Nuclear sector and in the Clean Energy sector (and (following the establishment of the National College for Nuclear) to provide accreditations, curriculum support and the capabilities and services described above, to education providers and others).
- 2.2 In furtherance of the object referred to in article 2.1, the company shall specifically look for engagement with businesses operating in the Nuclear industry and in the Clean Energy Industries, including encouraging participation on the Board of the company by representatives from businesses involved in the sectors.

## **3 Powers**

- 3.1 In pursuance of the object set out in article 2, the company has the power to:
- 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the company;
  - 3.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the company's property and assets;
  - 3.1.3 invest and deal with the funds of the company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
  - 3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
  - 3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
  - 3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;

- 3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the company and to contract with any person, firm or company to pay the same;
- 3.1.8 enter into contracts to provide goods and/or services to or on behalf of other bodies;
- 3.1.9 provide and assist in the provision of money, materials or other help;
- 3.1.10 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;
- 3.1.11 incorporate subsidiary companies to carry on any trade; and
- 3.1.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

#### **4 Not for distribution**

- 4.1 The income and property of the company shall be applied solely in promoting the object of the company as set out in Article 2.
- 4.2 No dividends or bonus may be paid or capital otherwise returned to the members, provided that nothing in these Articles shall prevent any payment in good faith by the company of:
  - 4.2.1 reasonable and proper remuneration to any member, officer or servant of the company for any services rendered to the company;
  - 4.2.2 any interest on money lent by any member or any director at a reasonable and proper rate;
  - 4.2.3 reasonable and proper rent for premises demised or let by any member or director; or
  - 4.2.4 reasonable out-of-pocket expenses properly incurred by any director.

#### **5 Winding up**

- 5.1 On the winding-up or dissolution of the company, any assets or property that remains available to be distributed or paid to the members shall not be paid or distributed to such members but shall be transferred to another body (charitable or otherwise):
  - 5.1.1 with objects similar to those of the company; and
  - 5.1.2 which shall prohibit the distribution of its or their income to its or their members,
 such body to be determined by the directors at the time of winding-up or dissolution.

#### **6 Liability of members**

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:



- 6.1 payment of the company's debts and liabilities contracted before he ceases to be a member;
- 6.2 payment of the costs, charges and expenses of winding up; and
- 6.3 adjustment of the rights of the contributories among themselves.

## **PART 2, DIRECTORS**

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **7 Directors' general authority**

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

#### **8 Power to change the company's name**

The directors may from time to time change the name of the company to any name considered by the directors to be advantageous, expedient or otherwise desirable.

#### **9 Directors may delegate or subcontract**

- 9.1 Subject to the articles, the directors may delegate or subcontract any of the powers which are conferred on them under the articles:

- 9.1.1 to such person or committee or other entity or person (which for the avoidance of doubt may include a member pursuant to an operating agreement);

- 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. The power to delegate shall be effective in relation to the powers, authorities and discretions of the directors generally and shall not be limited by the fact that in certain of the articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the directors or by a committee authorised by the directors.

- 9.2 If the directors so specify, any such delegation or subcontracting may authorise further delegation or subcontracting of the directors' powers by any person to whom they are delegated or subcontracted.

- 9.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

- 9.4 It is envisaged that many day to day functions of operating the company will be delegated to a secretariat that may be made up of employees of the company, the members or other relevant organisations and may include one Director to whom a specific Executive role has been

delegated, under Article 26. The company shall be entitled to agree to pay or reimburse such fees or costs in relation to the secretariat as the directors shall see fit.

## **10 Committees**

- 10.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- 10.2 A member of a committee need not be a director.
- 10.3 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.

## **DECISION-MAKING BY DIRECTORS**

## **11 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 12.
- 11.2 If:
  - 11.2.1 the company only has one director; and
  - 11.2.2 no provision of the articles requires it to have more than one director,
    - the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

## **12 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 signed by each eligible director (whether or not each signs the same document) or to which each eligible director has otherwise indicated agreement in writing.
- 12.3 References in the articles 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 (but excluding any director whose vote is not to be counted in respect of that particular matter).
- 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.

## **13 Calling a directors' meeting**

- 13.1 The Chair or any three directors (acting together) 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:
- 13.2.1 its proposed date and time;
  - 13.2.2 where it is to take place; and
  - 13.2.3 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 need not be in writing and must be given to each director provided that, if a director is absent (whether habitually or temporarily) from the United Kingdom, the company has an address for sending or receiving documents or information by electronic means to or from that director outside the United Kingdom.
- 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 either before or 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.

#### **14 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.

#### **15 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 may be fixed from time to time by a decision of the directors and unless otherwise fixed it is three provided that:
- 15.2.1 if and so long as there is only one director the quorum shall be one; and
  - 15.2.2 for the purposes of any meeting held pursuant to article 19 to authorise a director's conflict, if there is only one director besides the director concerned and directors with a similar interest, the quorum shall be two.
- 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.

## **16 Chairing of directors' meetings**

16.1 The directors may appoint a director to chair their meetings. The Chair will be an employer or a director who is not an education provider, except where the post of Chair is vacant.

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

16.3 The directors may terminate the Chair's appointment at any time.

16.4 If no director has been appointed Chair, or the Chair is unwilling to chair the meeting or 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.

## **17 Casting vote**

17.1 If the numbers of votes for and against a proposal are equal, the Chair or other director chairing the meeting has a casting vote.

17.2 But this does not apply if, in accordance with the articles, the Chair or other director chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **18 Directors' interests**

Except to the extent that article 19 applies or the terms of any authority given under that article otherwise provide, and without prejudice to such disclosure as is required under the Companies Act 2006, a director may be a party to, or otherwise interested in, any transaction or arrangement with the company and shall be entitled to participate in the decision-making process for quorum and voting purposes on any resolution concerning a matter in which they have, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the company.

## **19 Directors' conflicts of interest**

19.1 Subject to the provisions of the Companies Act 2006 and provided that they have disclosed to the directors the nature and extent of any material interest of theirs, a director may, notwithstanding their office or that, without the authorisation conferred by this article 19.1, they would be in breach of their duty to avoid conflicts of interest, be a director or other officer of, or employed by, or a party to any transaction or arrangement, in which the company is interested.

19.2 No director shall:

19.2.1 by reason of their office, be accountable to the company for any benefit which they derive from any office or employment, or from any transaction or arrangement, or from any interest in any undertaking, that is authorised under article 19.1 (and no such benefit shall constitute a breach of the duty under the Companies Act 2006 not to accept

benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit);

19.2.2 be in breach of their duties as a director by reason only of their excluding themselves from the receipt of information, or from participation in decision-making or discussion (whether at meetings of the directors or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under article 19.1; or

19.2.3 be required to disclose to the company, or use in relation to the company's affairs, any confidential information obtained by them in connection with any office, employment, transaction, arrangement or interest that is authorised under article 19.1 if their doing so would result in a breach of a duty or an obligation of confidence owed by them in that connection.

19.3 A general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and an interest of which a director has no knowledge and of which it is unreasonable to expect them to have knowledge shall not be treated as an interest of theirs.

19.4 The directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a director breaching their duty under the Companies Act 2006 to avoid conflicts of interest, and any director (including the director concerned) may propose that the director concerned be authorised in relation to any matter the subject of such a conflict provided that:

19.4.1 such proposal and any authority given by the directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the directors under the provisions of the articles, except that the director concerned and any other director with a similar interest:

- (a) shall not be counted for quorum purposes as participating in the decision-making process while the conflict is under consideration;
- (b) may, if the other directors so decide, be excluded from participating in the decision-making process while the conflict is under consideration; and
- (c) shall not vote on any resolution authorising the conflict except that, if any such director does vote, the resolution will still be valid if it would have been agreed to if their votes had not been counted; and

19.4.2 where the directors give authority in relation to such a conflict:

- (a) they may impose such terms upon the director concerned and any other director with a similar interest as they may determine, including, without limitation, the exclusion of that director and any other director with a similar

interest from the receipt of information, or participation in any decision-making or discussion related to the conflict;

- (b) the director concerned and any other director with a similar interest will be obliged to conduct themselves in accordance with any terms imposed from time to time by the directors in relation to the conflict but will not be in breach of their duties as a director by reason of his doing so;
- (c) the authority may provide that, where the director concerned and any other director with a similar interest obtains information that is confidential to a third party, the director will not be obliged to disclose that information to the company, or to use the information in relation to the company's affairs, where to do so would amount to a breach of that confidence;
- (d) the authority may also provide that the director concerned or any other director with a similar interest shall not be accountable to the company for any benefit that he receives as a result of the conflict;
- (e) the receipt by the director concerned or any other director with a similar interest of any remuneration or benefit as a result of the conflict shall not constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties;
- (f) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
- (g) the directors may withdraw such authority at any time.

19.5 Subject to article 19.6, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair, whose ruling in relation to any director other than the Chair is to be final and conclusive.

19.6 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

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

Subject to the provisions of the Companies Acts, the directors must ensure that the company keeps a record, in electronic copy form, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

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

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

## **APPOINTMENT OF DIRECTORS**

## **22 Methods of appointing and removing directors**

22.1 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:

22.1.1 by ordinary resolution of the members, following consultation by the members with the Board, or

22.1.2 by a decision of the directors.

22.2 If the company has no directors and, by virtue of death or bankruptcy, no member is capable of acting, the transmittee of the last member to have died or to have had a bankruptcy order made against them has the right, by notice in writing, to appoint a person to be a director.

For the purposes of article 22.2, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

22.3 It is envisaged by the company that there will be up to 11 directors of the company, initially comprising up to 3 directors appointed by each founder member, and then up to a further 5 additional directors appointed in accordance with this paragraph 22.

## **23 Termination of director's appointment**

A person ceases to be a director as soon as:

23.1 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;

23.2 a bankruptcy order is made against that person;

23.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

23.4 they become, in the opinion of all their co-directors, physically or mentally incapable of discharging their duties as a director;

23.5 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; or

23.6 they are otherwise duly removed from office by a majority decision of the Board, taken at a duly quorate meeting of the Board.

## **24 Directors' remuneration**

24.1 Directors may undertake any services for the company that the directors decide.

24.2 Unless otherwise agreed by the Board, directors shall not be entitled to any remuneration for their services to the company as directors.

**25 Directors' expenses**

The company may pay any reasonable expenses which the directors (and any alternate directors or company secretary) properly incur in connection with their attendance at:

- 25.1 meetings of directors or committees of directors, or
- 25.2 general meetings

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

**26 EXECUTIVE DIRECTORS Appointment and Removal of Executive Directors;**

- 26.1 The Board may appoint one Executive Director on terms and conditions which it sees fit;
- 26.2 The Executive Director will formally report to each Board meeting on company activity;
- 26.4 The Board may remove the Executive function from a Director by a majority decision of the Board, taken at a duly quorate meeting of the Board.

**ALTERNATE DIRECTORS**

**27 Appointment and removal of alternate directors**

- 27.1 Any director may appoint as an alternate any other director, or any other person, to:
  - 27.1.1 exercise that director's powers; and
  - 27.1.2 carry out that director's responsibilities,in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 27.2 Any appointment or removal of an alternate must identify the proposed alternate and be effected by notice in writing to the company signed by their appointor, or in any other manner approved by the directors.

**28 Rights and responsibilities of alternate directors**

- 28.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 28.2 Except as the articles specify otherwise, alternate directors:
  - 28.2.1 are deemed for all purposes to be directors;
  - 28.2.2 are liable for their own acts and omissions;
  - 28.2.3 are subject to the same restrictions as their appointors; and
  - 28.2.4 are not deemed to be agents of or for their appointors



and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which their appointor is a member.

28.3 A person who is an alternate director but not a director:

28.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

28.3.2 may participate in a unanimous decision of the directors (but only if their appointor is an eligible director in relation to that decision, but does not participate); and

28.3.3 shall not be counted as more than one director for the purposes of articles 28.3.1 and 28.3.2.

28.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of their appointor, in addition to their own vote on any decision of the directors (provided that their appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

28.5 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

## **29 Termination of alternate directorship**

An alternate director's appointment as an alternate terminates:

29.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

29.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

29.3 on the death of the alternate's appointor;

29.4 when the alternate's appointor's appointment as a director terminates; or

29.5 when the alternate is removed in accordance with the articles.

## **PART 3, MEMBERS**

### **BECOMING AND CEASING TO BE A MEMBER**

## **30 Application for membership**

30.1 No person shall become a member unless he has completed an application for membership in a form approved by the directors from time to time and such application has been approved by the existing members by ordinary resolution. A letter shall be sent to each successful applicant

confirming their membership of the company and the details of each successful applicant shall be entered into the Register of Members.

- 30.2 The directors may prescribe criteria for membership of the company but members shall not be obliged to accept persons fulfilling those criteria as members.
- 30.3 It is envisaged that there will up to five members (or such higher number as the Board and the members shall agree) but with the initial members at the date of adoption of these articles of association being the two founder members.

### **31 Termination of membership**

- 31.1 A member may withdraw from membership of the company by giving thirty days' notice to the company in writing.
- 31.2 Membership is not transferable.
- 31.3 A person's membership terminates when that person dies or ceases to exist.

### **32 Expulsion of member**

- 32.1 The directors may terminate the membership of any member without their consent by giving them written notice if, in the reasonable opinion of the directors:
- 32.1.1 they are guilty of conduct which has or is likely to have a serious adverse effect on the company or bring the company or any or all of the members and directors into disrepute; or
- 32.1.2 they have acted or has threatened to act in a manner which is contrary to the interests of the company as a whole; or
- 32.1.3 they have failed to observe the terms of these Articles.

Following such termination, the member shall be removed from the Register of Members.

- 32.2 The notice to the member must give the member the opportunity to be heard in writing or in person as to why their membership should not be terminated. The directors must consider any representations made by the member and inform the member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the membership of a member.

## **PART 4, DECISION-MAKING BY MEMBERS**

### **Organisation of general meetings**

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

- 33.1 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.
- 33.2 A person is able to exercise the right to vote at a general meeting when:

33.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

33.2.2 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.

33.3 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.

33.4 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.

33.5 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.

#### **34 Quorum for general meetings**

No business other than the appointment of the Chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. For the purposes of this paragraph the quorum shall be 2 members present in person or by proxy.

#### **35 Chairing general meetings**

35.1 If the directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.

35.2 If the directors have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

35.2.1 the directors present, or

35.2.2 (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

35.3 The person chairing a meeting in accordance with this article is referred to as 'the chair of the meeting'.

#### **36 Attendance and speaking by directors and non-members**

36.1 Directors shall be entitled to receive notice of general meetings (at the same time and in the same manner as the members) and may attend and speak at general meetings, whether or not they are members.

36.2 The Chair of the meeting may permit other persons who are not:

36.2.1 members, or

36.2.2 otherwise entitled to exercise the rights of members in relation to general meetings,

to attend and speak at a general meeting.

### **37 Adjournment**

- 37.1 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, if the meeting was convened by the members, the meeting shall be dissolved and, in any other case, the Chair of the meeting must adjourn it. If at the adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, the members present shall constitute a quorum.
- 37.2 The Chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 37.2.1 the meeting consents to an adjournment, or
  - 37.2.2 it appears to the Chair 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.
- 37.3 The Chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 37.4 When adjourning a general meeting, the Chair of the meeting must:
- 37.4.1 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
  - 37.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 37.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 37.5.1 to the same persons to whom notice of the company's general meetings is required to be given, and
  - 37.5.2 containing the same information which such notice is required to contain.
- 37.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

### **VOTING AT GENERAL MEETINGS**

#### **38 Voting: general**

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

## **39 Errors and disputes**

39.1 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.

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

## **40 Poll votes**

40.1 A poll on a resolution may be demanded:

40.1.1 in advance of the general meeting where it is to be put to the vote, or

40.1.2 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.

40.2 A poll on a resolution may be demanded by:

40.2.1 the Chair of the meeting;

40.2.2 the directors;

40.2.3 any qualifying person (as defined in section 318 of the Companies Act 2006) present and entitled to vote on the resolution.

40.3 A demand for a poll may be withdrawn if:

40.3.1 the poll has not yet been taken, and

40.3.2 the Chair of the meeting consents to the withdrawal.

40.4 A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

40.5 Polls must be taken immediately and in such manner as the Chair of the meeting directs.

## **41 Content of proxy notices**

41.1 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:

41.1.1 states the name and address of the member appointing the proxy;

41.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

41.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

41.1.4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this an appointment of a proxy may

be accepted by the directors at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).

- 41.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 41.3 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, but the company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.
- 41.4 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and:
- 41.4.1 has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it, or
- 41.4.2 has been instructed to vote the same way (either for or against) on the resolution by all of those members except those who have given the proxy discretion as to how to vote on the resolution
- the proxy is entitled to one vote for and one vote against the resolution.
- 41.5 Unless a proxy notice indicates otherwise, it must be treated as:
- 41.5.1 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
- 41.5.2 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.

## **42 Delivery of proxy notices**

- 42.1 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.
- 42.2 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.
- 42.3 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.

- 42.4 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.

#### **43 Amendments to resolutions**

- 43.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 43.1.1 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 Chair of the meeting may determine), and
  - 43.1.2 the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.
- 43.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 43.2.1 the Chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 43.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 43.3 If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair's error does not invalidate the vote on that resolution.

### **PART 5, ADMINISTRATIVE ARRANGEMENTS**

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

- 44.1 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.
- 44.2 Except insofar as the Companies Acts require otherwise, the company shall not be obliged to accept any notice, document or other information sent or supplied to the company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the directors think fit, and the company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.
- 44.3 In the case of a member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of the articles, execution by any director or the secretary of that corporation or any other person who appears

to any officer of the company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that corporation.

- 44.4 A member whose registered address is not within the United Kingdom and who notifies the company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to them shall be entitled to have such things served on or delivered to them at that address (in the manner referred to above), but otherwise no such member shall be entitled to receive any notice, document or other information from the company. If the address is that member's address for sending or receiving documents or information by electronic means the directors may at any time without prior notice (and whether or not the company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address.
- 44.5 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.
- 44.6 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.

#### **45 Deemed delivery of documents and information**

- 45.1 Any document or information sent or supplied by the company shall be deemed to have been received by the intended recipient:
- 45.1.1 where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
- 45.1.2 where (without prejudice to article 45.1.4) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
- 45.1.3 where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent;
- 45.1.4 where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was sent;



45.1.5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

#### **46 Company seals**

46.1 Any common seal may only be used by the authority of the directors.

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

46.3 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.

46.4 For the purposes of this article, an authorised person is:

46.4.1 any director of the company;

46.4.2 the company secretary (if any); or

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

#### **47 Right to inspect accounts and other records**

In addition to as provided by law or authorised by the directors or an ordinary resolution of the company, a member is entitled, upon reasonable notice and during normal working hours to inspect any of the company's accounting or other records or documents.

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

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (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 or that subsidiary.

#### **49 Secretary**

Subject to the Companies Act 2006, the directors may appoint a company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the directors may think fit; and any company secretary (or joint secretary) so appointed may be removed by the directors. The directors may also from time to time appoint on such terms as they think fit, and remove, one or more assistant or deputy secretaries.

#### **50 Rules**

The directors may establish rules governing matters relating to company administration that are required from time to time for the effective operation of the company (for example, the provisions relating to classes of members, membership fees and subscriptions and the

admission criteria for members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **51 Indemnity**

51.1 Subject to article 51.2 (but without prejudice to any indemnity which a relevant officer is otherwise entitled):

51.1.1 a relevant officer may be indemnified out of the company's assets to whatever extent the directors may determine against:

- (a) any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the company or any undertaking in the same group as the company;
- (b) any liability incurred by that officer in connection with the activities of the company or a group undertaking in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);
- (c) any other liability incurred by that officer as an officer of the company or any undertaking in the same group as the company; and

51.1.2 the company may, to whatever extent the directors may determine, provide funds to meet expenditure incurred or to be incurred by a relevant officer in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by them in relation to the company or any undertaking in the same group as the company, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable the relevant officer to avoid incurring such expenditure.

51.2 This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

### **52 Insurance**

52.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

52.2 In this article, a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the company, any undertaking in the same group as the company or any pension fund or employees' share scheme of the company or any undertaking in the same group as the company.