

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

Company Number **10626260**

The Registrar of Companies for England and Wales, hereby certifies that

**AGE UK WEST OF ENGLAND ENTERPRISES LTD**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **17th February 2017**



\* N10626260A \*



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



*Received for filing in Electronic Format on the:***16/02/2017**

*X60CUCG5*

*Company Name in  
full:*

**AGE UK WEST OF ENGLAND ENTERPRISES LTD**

*Company Type:*

**Private company limited by shares**

*Situation of  
Registered Office:*

**England and Wales**

*Proposed Registered  
Office Address:*

**67 HIGH STREET THORNBURY  
BRISTOL  
UNITED KINGDOM BS35 2AW**

*Sic Codes:*

**46190**

*Company Director* 1

*The subscribers confirm that the person named has consented to act as a director.*

*Company Director* 2

*The subscribers confirm that the person named has consented to act as a director.*

## *Company Director*      3

*Type:*                      **Person**

*Full Forename(s):*        **MR MARK DAVID**

*Surname:*                **BAKER**

*Service Address:*        **recorded as Company's registered office**

*Country/State Usually  
Resident:*                **UNITED KINGDOM**

*Date of Birth:*    **\*\*/06/1953**                      *Nationality:*    **BRITISH**

*Occupation:*    **DIRECTOR**

*The subscribers confirm that the person named has consented to act as a director.*

## *Statement of Capital (Share Capital)*

---

<i>Class of Shares:</i>	<b>ORDINARY</b>	<i>Number allotted</i>	<b>3</b>
<i>Currency:</i>	<b>GBP</b>	<i>Aggregate nominal value:</i>	<b>3</b>
<i>Prescribed particulars</i>			

**ORDINARY SHARES OF £1 EACH, VOTING RIGHTS AND THE RIGHT TO RECEIVE NOTICE OF AND ATTEND GENERAL MEETINGS. THE ARTICLES PROHIBIT PAYMENT OF DIVIDENDS [ON THE DECISION OF THE DIRECTORS, ANY SURPLUS FUNDS MAY BE GIFTED TO THE THREE CHARITIES THAT OWN THE COMPANY (AGE CONCERN SOUTH GLOUCESTERSHIRE; AGE UK BATH AND NORTH EAST SOMERSET LIMITED; AGE UK BRISTOL)]. IN THE EVENT OF WINDING UP THE SURPLUS FUNDS WILL BE SHARED BETWEEN THE THREE CHARITIES.**

---

### **Statement of Capital (Totals)**

---

<i>Currency:</i>	<b>GBP</b>	<i>Total number of shares:</i>	<b>3</b>
		<i>Total aggregate nominal value:</i>	<b>3</b>
		<i>Total aggregate unpaid:</i>	<b>0</b>

## *Initial Shareholdings*

---

<i>Name:</i>	<b>AGE CONCERN SOUTH GLOUCESTERHIRE</b>	<i>Class of Shares:</i>	<b>ORDINARY</b>
<i>Address</i>	<b>67 HIGH STREET THORNBURY BRISTOL UNITED KINGDOM BS35 2AW</b>	<i>Number of shares:</i>	<b>1</b>
		<i>Currency:</i>	<b>GBP</b>
		<i>Nominal value of each share:</i>	<b>1</b>
		<i>Amount unpaid:</i>	<b>0</b>
		<i>Amount paid:</i>	<b>1</b>

<i>Name:</i>	<b>AGE UK BRISTOL</b>	<i>Class of Shares:</i>	<b>ORDINARY</b>
<i>Address</i>	<b>CANNINGFORD HOUSE 38 VICTORIA STREET BRISTOL UNITED KINGDOM BS1 6BY</b>	<i>Number of shares:</i>	<b>1</b>
		<i>Currency:</i>	<b>GBP</b>
		<i>Nominal value of each share:</i>	<b>1</b>
		<i>Amount unpaid:</i>	<b>0</b>
		<i>Amount paid:</i>	<b>1</b>

<i>Name:</i>	<b>AGE UK BATH AND NORTH EAST SOMERSET LIMITED</b>	<i>Class of Shares:</i>	<b>ORDINARY</b>
<i>Address</i>	<b>18 KINGSMEAD SQUARE BATH UNITED KINGDOM BA1 2AE</b>	<i>Number of shares:</i>	<b>1</b>
		<i>Currency:</i>	<b>GBP</b>
		<i>Nominal value of each share:</i>	<b>1</b>
		<i>Amount unpaid:</i>	<b>0</b>
		<i>Amount paid:</i>	<b>1</b>

## ***Persons with Significant Control (PSC)***

---

---

**Statement of no PSC**

---

**The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company**

---

## ***Statement of Compliance***

---

*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*Name:* **AGE CONCERN SOUTH GLOUCESTERHIRE**

*Authenticated* **YES**

*Name:* **AGE UK BRISTOL**

*Authenticated* **YES**

*Name:* **AGE UK BATH AND NORTH EAST SOMERSET LIMITED**

*Authenticated* **YES**

---

## ***Authorisation***

*Authoriser Designation:* **subscriber**

*Authenticated* **YES**

---



## COMPANY HAVING A SHARE CAPITAL

### Memorandum of Association of

#### Age UK West of England Enterprises Ltd

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 and to take at least one share.

Name of each subscriber	Authentication by each subscriber
Age Concern South Gloucestershire	Age Concern South Gloucestershire
Age UK Bristol	Age UK Bristol
Age UK Bath and North East Somerset Limited	Age UK Bath and North East Somerset Limited

Dated 16/2/2017



Company Number:

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

# ARTICLES OF ASSOCIATION

**AGE UK WEST OF ENGLAND ENTERPRISES LTD**

**Incorporated on**

**Burton Sweet Bristol Office:**

**Pembroke House  
15 Pembroke Road  
Clifton  
Bristol BS8 3BA**

**Tel: 0117 9142057  
Fax: 0117 9733781**

**[www.burton-sweet.co.uk](http://www.burton-sweet.co.uk)**

also at  
Cornerstone House, Midland Way, Thornbury, Bristol BS35 2BS Tel: 01454 415645 Fax: 01454 281268  
Cooper House, Lower Charlton Estate, Shepton Mallet, Somerset BA4 5QE Tel: 01749 342255 Fax: 01749 343242  
Prospect House, 5 May Lane, Dursley, Gloucestershire GL11 4JH Tel: 01453 542483 Fax: 01453 544272  
9b Long Street, Wotton-Under-Edge, Gloucestershire GL11 7ES Tel: 01453 844721 Fax: 01453 844730  
Spencer House, 6 Morston Court, Aisecombe Way, Weston-Super-Mare, North Somerset BS22 8NA Tel: 01934 620011 Fax: 01934 629345

Age UK West of England Enterprises Ltd  
Articles of Association  
February 2017

# **THE COMPANIES ACT 2006**

## **PRIVATE COMPANY LIMITED BY SHARES**

### **ARTICLES OF ASSOCIATION OF**

#### **AGE UK WEST OF ENGLAND ENTERPRISES LTD**

##### **1. PRELIMINARY**

- 1.1 The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles").
- 1.2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Model Articles 9(2), 14, 19(5), 21, 24, 26(5), 28(3) and 44(4) do not apply to the Company. For the avoidance of doubt Model Article 18(e) has been removed from the Model Articles by the provisions of The Mental Health Discrimination Act 2013.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

##### **2. DEFINED TERMS**

- 2.1 Model Article 1 shall be varied by the inclusion of the following definitions:

"the Act" means the Companies Act 2006;

"Bath" means Age UK Bath and North East Somerset Limited (a charity registered in England and Wales, charity number 1110455, company number 05367286);

"Bristol" means Age UK Bristol (a charity registered in England and Wales, charity number 1042548, company number 02984207);

"call" has the meaning given in Article 11.1;

"call notice" has the meaning given in Article 11.1;

"call payment date" has the meaning given in Article 11.4;

"Connected Person" has the meaning given in Section 73B(5) of the Charities Act 1993 (as amended by the Charities Act 2006);

"forfeiture notice" has the meaning given in Article 11.4;

"Joint Owners" means Bath, Bristol and South Gloucestershire (collectively) unless the context otherwise requires;

"lien enforcement notice" has the meaning given in Article 10.4;

"relevant rate" has the meaning given in Article 11.4;

"secretary" means the secretary of the Company, if any, appointed in accordance with Article 8.1 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary; and

"South Gloucestershire" means Age Concern South Gloucestershire (a charity registered in England and Wales, charity number 1109999, company number 05464737);

"working day" means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered.

### **3. APPROVALS, CONSENTS ETC BY JOINT OWNERS (THIRD PARTIES)**

- 3.1 No person dealing with the Company shall be concerned to see or enquire whether the powers of the directors have been in any way restricted hereunder or whether any requisite approval or consent of any or all of the Joint Owners has been obtained and any restriction imposed by these Articles shall be subject to the provisions of the Act.

### **4. APPOINTMENT OF DIRECTORS**

- 4.1 There shall be at least three directors. Only individuals may be directors. No person may be appointed as a director unless they are aged 16 or over and not disqualified from directorship
- 4.2 Each of Bath, Bristol and South Gloucestershire may appoint not more than three individuals as directors of the Company. An appointment shall be made by resolution of the board of trustees of the appointing organisation. A certified copy of that resolution, certified by an officer of the relevant organisation, shall be delivered to the Company together with evidence that the appointee consents to act as a director of the Company and all other required statutory details for a new director. The appointment takes effect on the date of delivery.
- 4.3 Any vacancy, however it arises (including by removal), may be filled by the relevant appointing organisation in the same way.
- 4.4 Each of Bath, Bristol and South Gloucestershire may at any time remove any of the directors it has appointed by decision of its board of trustees. The removal shall take immediate effect when a copy of the relevant resolution, certified by an officer of the relevant organisation, is delivered to the Company. The former director shall be notified of the removal as soon as practicable.
- 4.5 In addition, the board of directors of the Company may appoint not more than two further individuals as directors. Only an individual who is independent of all the Joint Owners may be appointed. In the event of any doubt about independence the board may seek such evidence as it thinks fit before making any decision to appoint the individual. The directors may appoint to any vacancy arising amongst the two independent directors.
- 4.6 All appointments and all cessations of office of directors shall be recorded in the statutory registers of the Company and notified to Companies House as required from time to time by the Act and relevant regulations made pursuant to the Act.

### **5. PROCEEDINGS OF DIRECTORS**

- 5.1 A director shall not be deemed to have a conflict of interest simply because that director:
- (a) Was appointed by any of the Joint Owners; or
  - (b) Is a member or a trustee or an employee of any of the Joint Owners.
- 5.2 Subject to Article 5.3, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes.
- 5.3 If the directors propose to exercise their power under section 175(4)(b) of the

Companies Act 2006 to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.

5.4 Subject to the provisions of the Companies Act 2006, and provided that he is not a trustee of the Charity or a Connected Person and provided that (if required to do so by the said Act or by the Company's conflicts of interest policy and procedures) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office:

- (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
- (c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.

5.5 No trustee of any of the Joint Owners or any Connected Person may be remunerated for being a director or holding any office with the Company or be employed by the Company or enter into any transaction or arrangement with the Company from which he derives remuneration or material financial or other benefits. This Article shall take precedence over any other provisions of these Articles regarding remuneration of and benefits for or transactions and arrangements with directors.

## **6. UNANIMOUS DECISIONS**

6.1 Model Article 8(2) shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place. Model Article 8(2) shall be read accordingly.

## **7. TERMINATION OF DIRECTOR'S APPOINTMENT**

7.1 In addition to the events terminating a director's appointment set out in Model Articles 18(a) to (d) inclusive, a person ceases to be a director as soon as:

- (a) he is removed by any Joint Owner exercising its powers under these Articles; or
- (b) that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office.

## **8. SECRETARY**

8.1 The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed by the directors may be removed by them.

## **9. ISSUE OF SHARES**

9.1 Notwithstanding any other provisions contained in these Articles, the directors shall not be entitled to exercise any of the powers, authorities, rights or discretions conferred on them by these Articles or the Act with regard to allotment and issue of shares without the prior consent of all the Joint Owners.

9.2 Consent to any allotment and issue of shares can be given by resolutions of the board of trustees of all of the Joint Owners. A certified copy of all those resolutions, certified by an officer of each relevant organisation, shall be delivered to the Company as soon as practicable. The Directors may

not proceed with any allotment or issue until all these copies have been duly delivered. The copies shall be kept with the minutes of the meeting of the directors at which the allotment or issue is then made.

9.3 Shares may be issued as nil, partly or fully paid.

9.4 In accordance with section 567 of the Companies Act 2006, sections 561 and 562 of the said Act are excluded.

## 10. LIEN

10.1 The Company has a first and paramount lien on all shares (whether or not such shares are fully paid) standing registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder thereof or is one of two or more joint holders, for all moneys payable by him or his estate to the Company (whether or not such moneys are present due and payable).

10.2 The Company's lien over shares:

- (a) takes priority over any third party's interest in such shares; and
- (b) extends to any dividend or other money payable by the Company in respect of such shares and (if the Company's lien is enforced and such shares are sold by the Company) the proceeds of sale of such shares.

10.3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

10.4 (a) Subject to the provisions of this Article, if:

- (i) a notice of the Company's intention to enforce the lien ("lien enforcement notice") has been sent in respect of the shares; and
- (ii) the person to whom the lien enforcement notice was sent has failed to comply with it,

the Company may sell those shares in such manner as the directors decide.

(b) A lien enforcement notice:

- (i) may only be sent in respect of shares if a sum is payable to the Company by the sole registered holder or one of two or more joint registered holders of such shares and the due date for payment of such sum has passed;
- (ii) must specify the shares concerned;
- (iii) must include a demand for payment of the sum payable within 14 days;
- (iv) must be addressed either to the holder of such shares or to a person entitled to such shares by reason of the holder's death, bankruptcy or otherwise; and
- (v) must state the Company's intention to sell the shares if the notice is not complied with.

(c) If shares are sold under this Article:

- (i) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
- (ii) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in

or invalidity of the process leading to the sale.

- (d) The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
  - (i) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and
  - (ii) second, in payment to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice.
- (e) A statutory declaration by a director or the secretary that the declarant is a director or the secretary and that a share has been sold to satisfy the Company's lien on a specified date:
  - (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
  - (ii) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share.

## **11 CALLS ON SHARES AND FORFEITURE**

- 11.1 (a) Subject to these Articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a member requiring the member to pay the Company a specified sum of money (a "call") which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice.
- (b) A call notice:
  - (i) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium);
  - (ii) must state when and how any call to which it relates is to be paid; and
  - (iii) may permit or require the call to be paid by instalments.
- (c) A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the call notice was sent.
- (d) Before the Company has received any call due under a call notice the directors may:
  - (i) revoke it wholly or in part; or
  - (ii) specify a later time for payment than is specified in the call notice;by a further notice in writing to the member in respect of whose shares the call was made.
- 11.2 (a) Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which the call is required to be paid.
- (b) Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

- (c) Subject to the terms on which shares are allotted, the directors may, when issuing shares, make arrangements for a difference between the holders in the amounts and times of payment of calls on their shares.
- 11.3 (a) A call notice need not be issued in respect of sums which are specified, in the terms on which a share is allotted, as being payable to the Company in respect of that share (whether in respect of nominal value or premium):
- (i) on allotment;
  - (ii) on the occurrence of a particular event; or
  - (iii) on a date fixed by or in accordance with the terms of issue.
- (b) But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.
- 11.4 (a) If a person is liable to pay a call and fails to do so by the call payment date:
- (i) the directors may send a notice of forfeiture (a "forfeiture notice") to that person; and
  - (ii) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.
- (b) For the purposes of this Article:
- (i) the "call payment date" is the date on which the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date; and
  - (ii) the "relevant rate" is the rate fixed by the terms on which the share in respect of which the call is due was allotted or, if no such rate was fixed when the share was allotted, five percent per annum.
- (c) The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.
- (d) The directors may waive any obligation to pay interest on a call wholly or in part.
- 11.5 A forfeiture notice:
- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
  - (b) must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
  - (c) must require payment of a call and any accrued interest by a date which is not less than 14 days after the date of the forfeiture notice;
  - (d) must state how the payment is to be made; and
  - (e) must state that if the forfeiture notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.
- 11.6 If a forfeiture notice is not complied with before the date by which payment of the call is required in the forfeiture notice, the directors may decide that any share in respect of



which it was given is forfeited and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

- 11.7 (a) Subject to the following provisions of this Article 11.7, the forfeiture of a share extinguishes:
- (i) all interests in that share, and all claims and demands against the Company in respect of it; and
  - (ii) all other rights and liabilities incidental to the share as between the person in whose name the share is registered and the Company.
- (b) Any share which is forfeited:
- (i) is deemed to have been forfeited when the directors decide that it is forfeited;
  - (ii) is deemed to be the property of the Company; and
  - (iii) may be sold, re-allotted or otherwise disposed of as the directors think fit.
- (c) If a person's shares have been forfeited:
- (i) the Company must send that person notice that forfeiture has occurred and record it in the register of members;
  - (ii) that person ceases to be a member in respect of those shares;
  - (iii) that person must surrender the certificate for the shares forfeited to the Company for cancellation;
  - (iv) that person remains liable to the Company for all sums due and payable by that person at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
  - (v) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- (d) At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on such terms as they think fit.
- 11.8 (a) If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
- (b) A statutory declaration by a director or the secretary that the declarant is a director or the secretary and that a share has been forfeited on a specified date:
- (i) is conclusive evidence of the facts stated in it as against all person claiming to be entitled to the share; and
  - (ii) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share.
- (c) A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- (d) If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:

- (i) was, or would have become, payable; and
- (ii) had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

11.9 (a) A member may surrender any share:

- (i) in respect of which the directors may issue a forfeiture notice;
- (ii) which the directors may forfeit; or
- (iii) which has been forfeited.

(b) The directors may accept the surrender of any such share.

(c) The effect of surrender on a share is the same as the effect of forfeiture on that share.

(d) A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

## 12. SHARE CERTIFICATES

12.1 (a) The Company must issue each member with one or more certificates in respect of the shares which that member holds.

(b) Except as is otherwise provided in these Articles, all certificates must be issued free of charge.

(c) No certificate may be issued in respect of shares of more than one class.

(d) A member may request the Company, in writing, to replace:

- (i) the member's separate certificates with a consolidated certificate; or
- (ii) the member's consolidated certificate with two or more separate certificates.

(e) When the Company complies with a request made by a member under (d) above, it may charge a reasonable fee as the directors decide for doing so.

12.2 (a) Every certificate must specify:

- (i) in respect of how many shares, of what class, it is issued;
- (ii) the nominal value of those shares;
- (iii) whether the shares are nil, partly or fully paid; and
- (iv) any distinguishing numbers assigned to them.

(b) Certificates must:

- (i) have affixed to them the Company's common seal; or
- (ii) be otherwise executed in accordance with the Companies Acts.

## 13. CONSOLIDATION OF SHARES

- 13.1 (a) This Article applies in circumstances where:
- (i) there has been a consolidation of shares; and
  - (ii) as a result, members are entitled to fractions of shares.
- (b) The directors may:
- (i) sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable; and
  - (ii) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser.
- (c) Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.
- (d) A person to whom shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.
- (e) The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

#### **14. APPLICATION OF PROFITS, FUNDS AND ASSETS**

- 14.1 The Company may pay to the Joint Owners (in equal proportions) such of its profits available for distribution as are, in the opinion of the directors, surplus to the due financial requirements of the Company for its current and planned business activities and its financial well-being. The payments shall be made by such means as directors determine which may include Gift Aid donation.
- 14.2 The Company may not pay any dividend other than a dividend to the Joint Owners on shares held by the Joint Owners.
- 14.3 The Company may not capitalise any profits available for distribution. Model Article 36 shall not apply to the Company.
- 14.4 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred in equal proportions to the Joint Owners.

#### **15. WRITTEN RESOLUTIONS OF MEMBERS**

- 15.1 (a) Subject to Article 15.1(b), a written resolution of members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the Company.
- (b) The following may not be passed as a written resolution and may only be passed at a general meeting:
- (i) a resolution under section 168 of the Companies Act 2006 for the removal of a director before the expiration of his period of office; and
  - (ii) a resolution under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office.
- 15.2 (a) Subject to Article 15.2(b), on a written resolution, a member has one vote in respect of each share held by him.
- (b) No member may vote on a written resolution unless all moneys currently due

and payable in respect of any shares held by him have been paid.

## **16. NOTICE OF GENERAL MEETINGS**

- 16.1 (a) Every notice convening a general meeting of the Company must comply with the provisions of:
- (i) section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and
  - (ii) section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies.
- (b) Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company.

## **17. QUORUM AT GENERAL MEETINGS**

- 17.1 (a) If and for so long as the Company has one member only who is entitled to vote on the business to be transacted at a general meeting, that member present at the meeting in person or by one or more proxies or, in the event that the members is a corporation, by one or more corporate representatives, is a quorum
- (b) If and for so long as the Company has two or more members entitled to vote on the business to be transacted at a general meeting, two of such members, each of whom is present at the meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum.
- (c) Model Article 41(1) is modified by the addition of a second sentence as follows:
- "If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved".

## **18. VOTING AT GENERAL MEETINGS**

- 18.1 (a) Subject to Article 18.2 below, on a vote on a resolution at a general meeting on a show of hands:
- (i) each member who, being an individual, is present in person has one vote;
  - (ii) if a member (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote; and
  - (iii) if a corporate member appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Companies Act 2006, one vote.
- (b) Subject to Article 18.2 below, on a resolution at a general meeting on a poll, every member (whether present in person, by proxy or authorised representative) has one vote in respect of each share held by him.
- 18.2 No member may vote at any general meeting or any separate meeting of the holders of any class of shares in the Company, either in person, by proxy or, in the event that the member is a corporation, by corporate representative in respect of shares held by that member unless all moneys currently due and payable by that member in respect of any shares held by that member have been paid.

- 18.3 (a) Model Article 44(2) is amended by the deletion of the word "or" in Model Article 44(2)(c), the deletion of the "." after the word "resolution" in Model Article 44(2)(d) and its replacement with "; or" and the insertion of a new Model Article 44(2)(e) in the following terms:

"by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right".

- (b) A demand for a poll made by a person as proxy for a member is the same as a demand made by the member.

- 18.4 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs.

## 19. DELIVERY OF PROXY NOTICES

- 19.1 Model Article 45(1) is modified, such that a "proxy notice" (as defined in Model Article 45(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

## 20. COMMUNICATIONS

- 20.1 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website.

- 20.2 (a) A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.

- (b) If any share is registered in the name of joint holders, the Company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of the joint holding and the Company is not required to serve notices or other documents on any of the other joint holders.

- 20.3 (a) If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.

- (b) If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.

- (c) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.

- (d) For the purposes of this Article 20.3, no account shall be taken of any part of a day that is not a working day.

## 21 COMPANY SEALS

- 21.1 Model Article 49(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors.
- 21.2 Model Article 49(3) is modified by the deletion of all words which follow the "," after the word "document" and their replacement with "the document must also be signed by:
- (a) one authorised person in the presence of a witness who attests the signature; or
  - (b) two authorised persons".

## 22. TRANSMISSION AND TRANSMISSION OF SHARES

- 22.1 No transfer of a share shall be registered without the prior consent of all the Joint Owners.
- 22.2 The directors must decline to register the transfer or transmission of a share, whether or not it is a fully paid share, if all the Joint Owners have not consented to the transfer or transmission but otherwise may not decline to do so.
- 22.3 Consent to the registration of any transfer or transmission of shares can be given by resolutions of the board of trustees of all of the Joint Owners. A certified copy of all those resolutions, certified by an officer of each relevant organisation, shall be delivered to the Company as soon as practicable. The directors may not approve the registration of any transfer or transmission of shares until all these copies have been duly delivered. The copies shall be kept with the minutes of the meeting of the directors at which the approval is then given.
- 22.4 If the directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal, together with their reasons for the refusal.
- 22.5 Model Article 27 is modified by the addition of new Model Article 27(4) in the following terms:
- "Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member".
- 22.6 All the Articles relating to the transfer of shares apply to:
- (a) any notice in writing given to the Company by a transmittee in accordance with Model Article 28(1); and
  - (b) any instrument of transfer executed by a transmittee in accordance with Model Article 28(2),
- as if such notice or instrument were an instrument of transfer executed by the person from whom the transmittee derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.