

**FILE COPY**



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

Company Number **10774716**

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

**FINECUT DESIGN LIMITED**

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 May 2017**



\* N10774716K \*



**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:***16/05/2017**

*X66J1 CI3*

*Company Name in  
full:*

**FINECUT DESIGN LIMITED**

*Company Type:*

**Private company limited by shares**

*Situation of  
Registered Office:*

**England and Wales**

*Proposed Registered  
Office Address:*

**29 HIGH STREET STANFORD IN THE VALE  
FARINGDON  
OXON  
ENGLAND SN7 8LH**

*Sic Codes:*

**25110**

## ***Proposed Officers***

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***Company Director***      ***1***

*Type:*                      **Person**

*Full Forename(s):*        **MRS CHRISTINA**

*Surname:*                **DIVER**

*Service Address:*        **29 HIGH STREET STANFORD IN THE VALE  
FARINGDON  
OXON  
ENGLAND SN7 8LH**

*Country/State Usually  
Resident:*                **ENGLAND**

*Date of Birth:*    **\*\*/12/1961**                      *Nationality:*    **BRITISH**

*Occupation:*    **PA**

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

*Company Director* 2

*Type:* **Person**

*Full Forename(s):* **MR TERENCE**

Surname: **DIVER**

*Service Address:* **29 HIGH STREET STANFORD IN THE VALE  
FARINGDON  
OXON  
ENGLAND SN7 8LH**

Country/State Usually Resident: **ENGLAND**

*Date of Birth:*   **\*\*/07/1959**                      *Nationality:*       **IRISH**

*Occupation:* **GRAPHIC  
DESIGNER**

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

## *Company Director*      3

*Type:*                      **Person**

*Full Forename(s):*        **MR PAUL JOHN**

*Surname:*                **WENTWORTH**

*Service Address:*        **29 HIGH STREET  
STANFORD IN THE VALE  
FARINGDON  
OXON  
ENGLAND SN7 8LH**

*Country/State Usually  
Resident:*                **ENGLAND**

*Date of Birth:*    **\*\*/02/1964**                      *Nationality:*    **BRITISH**

*Occupation:*    **DIRECTOR**

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

## *Company Director*      4

*Type:*                                      **Person**

*Full Forename(s):*                      **MS CHERYL ANN**

*Surname:*                                **WHITE**

*Service Address:*                      **29 HIGH STREET STANFORD IN THE VALE  
FARINGDON  
OXON  
ENGLAND SN7 8LH**

*Country/State Usually  
Resident:*                                **ENGLAND**

*Date of Birth:*    **\*\*/04/1963**                                      *Nationality:*    **AUSTRALIAN**

*Occupation:*    **DIRECTOR**

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

## *Statement of Capital (Share Capital)*

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<i>Class of Shares:</i>	<b>ORDINARY</b>	<i>Number allotted</i>	<b>50</b>
	<b>A</b>	<i>Aggregate nominal value:</i>	<b>50</b>
<i>Currency:</i>	<b>GBP</b>		
<i>Prescribed particulars</i>			

**ALL RIGHTS ATTACHED, EACH SHARE IS ENTITLED TO ONE VOTE IN ANY CIRCUMSTANCES, IS ENTITLED PARI PASSU TO DIVIDEND PAYMENTS OR ANY OTHER DISTRIBUTION AND IS ENTITLED PARI PASSU TO PARTICIPATE IN A DISTRIBUTION ARISING FROM A WINDING UP OF THE COMPANY**

<i>Class of Shares:</i>	<b>ORDINARY</b>	<i>Number allotted</i>	<b>50</b>
	<b>B</b>	<i>Aggregate nominal value:</i>	<b>50</b>
<i>Currency:</i>	<b>GBP</b>		
<i>Prescribed particulars</i>			

**ALL RIGHTS ATTACHED, EACH SHARE IS ENTITLED TO ONE VOTE IN ANY CIRCUMSTANCES, IS ENTITLED PARI PASSU TO DIVIDEND PAYMENTS OR ANY OTHER DISTRIBUTION AND IS ENTITLED PARI PASSU TO PARTICIPATE IN A DISTRIBUTION ARISING FROM A WINDING UP OF THE COMPANY**

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

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<i>Currency:</i>	<b>GBP</b>	<i>Total number of shares:</i>	<b>100</b>
		<i>Total aggregate nominal value:</i>	<b>100</b>
		<i>Total aggregate unpaid:</i>	<b>0</b>

## *Initial Shareholdings*

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*Name:*           **CHERYL ANN WHITE**

*Address*       **29 HIGH STREET  
STANFORD IN THE VALE  
FARINGDON  
OXON  
ENGLAND  
SN7 8LH**

*Class of Shares:*       **ORDINARY B**

*Number of shares:*       **25**

*Currency:*               **GBP**

*Nominal value of each  
share:*                   **1**

*Amount unpaid:*       **0**

*Amount paid:*           **1**

*Name:*           **PAUL JOHN WENTWORTH**

*Address*       **29 HIGH STREET  
STANFORD IN THE VALE  
FARINGDON  
OXON  
ENGLAND  
SN7 8LH**

*Class of Shares:*       **ORDINARY A**

*Number of shares:*       **25**

*Currency:*               **GBP**

*Nominal value of each  
share:*                   **1**

*Amount unpaid:*       **0**

*Amount paid:*           **1**

*Name:*           **TERENCE DIVER**

*Address*       **29 HIGH STREET  
STANFORD IN THE VALE  
FARINGDON  
OXON  
ENGLAND  
SN7 8LH**

*Class of Shares:*       **ORDINARY A**

*Number of shares:*       **25**

*Currency:*               **GBP**

*Nominal value of each  
share:*                   **1**

*Amount unpaid:*       **0**

*Amount paid:*           **1**

*Name:*           **CHRISTINA DIVER**

*Address*       **29 HIGH STREET  
STANFORD IN THE VALE  
FARINGDON  
OXON  
ENGLAND  
SN7 8LH**

*Class of Shares:*       **ORDINARY B**

*Number of shares:*       **25**

*Currency:*               **GBP**

*Nominal value of each  
share:*                   **1**

*Amount unpaid:*       **0**

*Amount paid:*           **1**



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

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**Statement of no PSC**

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**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**

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## ***Statement of Compliance***

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

*Name:* **CHERYL ANN WHITE**

*Authenticated* **YES**

*Name:* **PAUL JOHN WENTWORTH**

*Authenticated* **YES**

*Name:* **TERENCE DIVER**

*Authenticated* **YES**

*Name:* **CHRISTINA DIVER**

*Authenticated* **YES**

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## ***Authorisation***

*Authoriser Designation:* **subscriber**

*Authenticated* **YES**

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THE COMPANIES ACT 2006  
COMPANY HAVING A SHARE CAPITAL  
MEMORANDUM OF ASSOCIATION  
OF  
Finecut Design Limited

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.

Subscriber	: Christina Diver
Subscriber	: Terence Diver
Subscriber	: Paul John Wentworth
Subscriber	: Cheryl Ann White

Dated:- 15th May 2017

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**FINECUT DESIGN LIMITED**

**INTRODUCTION**

**1. INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

**A Shares:** means the ordinary A shares of £1.00 each in the capital of the company from time to time;

**Articles:** means the company's articles of association for the time being in force;

**B Shares:** means the ordinary B shares of £1.00 each in the capital of the company from time to time;

**business day:** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

**eligible director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

**Model Articles:** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles;

**share:** means shares (of any class) in the capital of the company from time to time;

**Shareholder:** means a person who is a holder of a share; and

**writing or written:** 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 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - (a) any subordinate legislation from time to time made under it; and
  - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles.
- 1.8 Articles 8, 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2) and 26(5), of the Model Articles shall not apply to the company.
- 1.9 Article 7 of the Model Articles shall be amended by:
  - (a) the insertion of the words "for the time being" at the end of article 7(2)(a); and
  - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.10 Article 27(3) of the Model Articles shall be deemed to be amended by the insertion of the words ", subject to article 10 of these Articles," after the word "But".

- 1.11 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles," after the words "the transmittee's name".

## **SHARES**

### **2. SHARE CAPITAL**

- 2.1 The issued share capital of the company as at the date of adoption of these Articles is £100, dividend into 50 A Shares and 50 B Shares.
- 2.2 Except as provided in these Articles, the A Shares and the B Shares shall rank pari passu in all respects but shall constitute separate classes of shares.
- 2.3 A class of shares shall have no right or entitlement to dividends merely because dividends have been declared or paid on any other class of shares in the capital of the company. Subject to the provisions of the Act, the company may upon the recommendation of the directors, declare a dividend which may be declared and paid in respect of one class of shares or more to the exclusion of the other classes of shares.

### **3. SHARE TRANSFERS**

- 3.1 The instrument of transfer of any share shall be executed by or on behalf of the transferor. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect of it.
- 3.2 No transfer of any shares or any interest in any shares shall be made unless the following provisions are complied with in respect of the transfer.
- 3.3 A Shareholder, or person entitled to shares by way of the death or bankruptcy of a Shareholder, who wishes to transfer shares or any interest in shares (the **Vendor**) shall give to the company notice in writing (the **Transfer Notice**). A Transfer Notice shall constitute the directors as the Vendor's agents for the sale of the shares specified in it (the **Sale Shares**) at a price (the **Sale Price**) which is agreed upon by the Vendor and the board of directors or, in the absence of agreement, which the accountants of the company or, if they fail to act, an independent firm of chartered accountants (appointed, in the absence of agreement between the Vendor and the directors, on the application of any party to the President for the time being of the Institute of Chartered Accountants in England and Wales) (the **Accountants**) (acting as experts and not as arbitrators) certify to be in their opinion the fair value of the Sale Shares, as at the date of the Transfer Notice, as between a willing seller and a willing buyer contracting on arm's length terms, having regard to the fair value of the

business of the company as a going concern but without taking into account (if it be the case) that the Sale Shares constitute a minority or majority interest.

- 3.4 The Accountants' certificate shall be binding upon all parties, save in the case of manifest error or fraud.
- 3.5 If the Accountants are asked to certify the Sale Price, the company shall within 7 days of the issue of the Accountants' certificate send a copy to the Vendor. The Vendor shall be entitled, by notice in writing given to the company within 28 days of the copy being sent to him, to withdraw the Transfer Notice. The cost of obtaining the certificate shall be borne by the company, unless the Transfer Notice is withdrawn by the Vendor in which case it shall be borne by the Vendor. A Transfer Notice shall not otherwise be revocable without the consent of the board of directors, who may impose such conditions upon any consent as they think fit, including a condition that the Vendor bears all associated costs.
- 3.6 Upon the Sale Price being agreed or certified and provided the Vendor does not withdraw the Transfer Notice in accordance with article 3.5, the directors shall promptly, by notice in writing, offer the Sale Shares to the holders of the remaining shares (other than to the Shareholder who has served or been deemed to have served a Transfer Notice) at the Sale Price.
- 3.7 Each offer shall be open for a period of 28 days from the date of the notice (the **Acceptance Period**). If the offerees within the Acceptance Period apply for all or any of the Sale Shares the directors shall allocate the Sale Shares or such of the Sale Shares as are applied for amongst the applicants for any of the Sale Shares, in the case of competition, in proportion to their then existing holdings of shares (as nearly as may be without involving fractions or increasing the number allocated to any applicant beyond that applied for by him).
- 3.8 If within the Acceptance Period applications are received from one or more of the offerees, as the case may be, (the **Transferees**) in respect of all of the Sale Shares, the directors shall promptly give notice in writing (the **Acceptance Notice**) to the Vendor specifying the number of Sale Shares applied for and the place and time (being not earlier than 7 and not later than 28 days after the date of the Acceptance Notice) at which the sale(s) shall be completed.
- 3.9 Subject as set out in article 3.10, the Vendor shall be bound to transfer all of the Sale Shares included in the Acceptance Notice to the Transferees at the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares shall be made to the company as agent for the Vendor. If the Vendor fails to transfer the Sale Shares the chairman of the company or some other person appointed by the directors shall be deemed to have been appointed attorney of the Vendor by way of security with full power to execute, complete and deliver, in the name and on behalf

of the Vendor, transfers of the Sale Shares to the Transferees against payment of the Sale Price to the company. On payment to the company, the Transferees shall be deemed to have obtained a good discharge for this payment. On execution and delivery of the transfers, subject to the transfers being duly stamped, the Transferees shall be entitled to require their names to be entered in the register of members as the holders by transfer of the Sale Shares. The company shall pay the price into a separate bank account in the company's name and hold it in trust for the Vendor, after deducting any fees or expenses falling to be borne by the Vendor. After the names of the Transferees have been entered in the register of members in purported exercise of the above powers, the validity of the proceedings shall not be questioned by any person.

- 3.10 If the offer of the Sale Shares at the Sale Price is not accepted in whole (as opposed to in part) within the Acceptance Period, the Vendor shall be at liberty during the period of 6 weeks following the expiry of the Acceptance Period to transfer all of the Sale Shares to any person who has been approved by the directors (excluding the Vendor) at a price not being less than the Sale Price. The directors may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance of any kind to the purchaser. If not satisfied, the directors may refuse to register the relevant instrument of transfer.
- 3.11 The restrictions on transfer contained in this article 3 shall not apply to a transfer approved in writing by the holders of not less than 70% of the shares.

## **DIRECTORS**

### **4. UNANIMOUS DECISIONS**

- 4.1 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.
- 4.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 4.3 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.



## **5. QUORUM FOR DIRECTORS' MEETINGS**

- 5.1 The quorum for the transaction of business at a meeting of directors is any two eligible directors unless there is only one eligible director in which case it shall be one eligible director.
- 5.2 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- (a) to appoint further directors; or
  - (b) to call a general meeting so as to enable the shareholders to appoint further directors.

## **6. CASTING VOTE**

The chairman or other director chairing the meeting shall not have a casting vote.

## **7. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;
- (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or

arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

## 8. **DIRECTORS' CONFLICTS OF INTEREST**

- 8.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).
- 8.2 Any authorisation under this article 8 will be effective only if:
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
  - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
  - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 8.3 Any authorisation of a Conflict under this article 8 may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
  - (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
  - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence; and

- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 8.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 8.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 8.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## **9. RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

## **10. APPOINTMENT OF DIRECTORS**

In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

## **ADMINISTRATIVE ARRANGEMENTS**

### **11. MEANS OF COMMUNICATION TO BE USED**

- 11.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
  - (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom

or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article 11, no account shall be taken of any part of a day that is not a working day.

- 11.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

Dated this 15th day of May 2017