

Company number 10964880

PRIVATE COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

WRITTEN RESOLUTION

of

WESTERN FISH PRODUCERS ORGANISATION Limited (Company)

07/01/2020

Under Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (Resolution).

SPECIAL RESOLUTION

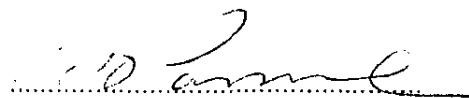
The draft articles of association attached to this Resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, a person entitled to vote on the Resolution on 07/01/2020, hereby irrevocably agrees to the Resolution:

Alex Passmore
Signed by [NAME OF INDIVIDUAL]:



[SIGNATURE OF INDIVIDUAL]

Date:

7/1/20



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A17

13/01/2020

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COMPANIES HOUSE

NOTES

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following delivery methods:

- **By hand:** delivering the signed copy to Martyn Youell at Greendale Business Park, Woodbury Salterton, Exeter, England, EX5 1EW.
- **Post:** returning the signed copy by post to Western Fish Producers' Organisation Ltd, Greendale Business Park, Woodbury Salterton, Exeter, England, EX5 1EW.
- **Fax:** faxing the signed copy to 01392 232018 marked "For the attention of Martyn Youell".
- **Email:** by attaching a scanned copy of the signed document to an email and sending it to Nathan de Rozarieux nathan@tegen-mor.co.uk. Please type "Written resolutions dated [CIRCULATION DATE]" in the email subject box.

If you do not agree to the Resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.

3. Unless by 13/01/20, sufficient agreement is received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.

4. [In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.]

5. [If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.]

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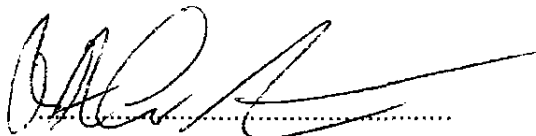
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AGREEMENT

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The undersigned, a person entitled to vote on the Resolution on 07/01/2020, hereby irrevocably agrees to the Resolution:

Signed by [NAME OF INDIVIDUAL]:



[SIGNATURE OF INDIVIDUAL]

Date:

08/01/20

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION
OF
WESTERN FISH PRODUCERS' ORGANISATION LIMITED
Company Number 10964880

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF WESTERN FISH PRODUCERS' ORGANISATION 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.

Names of each Member

Authentication by each member

Passmore Fishing Limited

Alex Passmore

Waterdance Limited

Rowan Charles Carter

Company Directors

Peter German

Martyn Youell

Nigel Blazeby

Robin Carter

Alex Passmore

Rowan Carter

Dated: 18/09/2019

The Companies Act 2006

Private Company Limited by Guarantee and not Having a Share Capital

ARTICLES OF ASSOCIATION of

The Company's name is WESTERN FISH PRODUCERS' ORGANISATION LIMITED

INTRODUCTION

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act:	means the Companies Act 2006;
appointor:	has the meaning given in Article 16.1
Board:	means the board of directors 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;
Conflict:	has the meaning given in Article 12.1;
Economic Area:	means United Kingdom, or such other economic area of the Company as may from time to time be determined by the Board and agreed by the Marine Management Organisation (or such other relevant body);
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);
Member State:	means any state which is a member of the Union;
Model:	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of

these Articles;

Office: means the registered office of the Company;

Regulations: means any regulations, decisions or directives of the Council of the Union or of the European Commission implementing, varying or otherwise giving effect to the Common Fisheries Policy of the Union, including, without limitation Council Regulation No. 1380/2013 and Regulation No. 1379/2013 as they may be amended from time to time, incorporated into UK law, or amended in UK law;

Rules: means such rules as may from time to time be specified by the Board and set out in writing including without limitation those listed in Article 22;

The United Kingdom: means Great Britain and Northern Ireland;

Union: means the European Union.

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:

- 1.5.1 any subordinate legislation from time to time made under it; and
- 1.5.2 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), 21, 22, 30(2), 38 and 39 of the Model Articles shall not apply to the Company.
- 1.9 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

MEMBERS

2. Membership

- 2.1 Each person admitted to Membership of the Company shall be:
 - 2.1.1 a registered owner of a vessel or vessels used primarily for fishing for profit from ports within the Economic Area and registered as fishing vessels under the Merchant Shipping Act 1995 or other equivalent national legislation as may be determined by the Board; and
 - 2.1.2 approved by the Board
- and no person shall be admitted to Membership of the Company unless both of the above conditions are fulfilled.
- 2.2 The Board shall not refuse Membership to applicants solely on the grounds of nationality unless the applicants are nationals from countries outside the Union.
 - 2.3 The Board shall not refuse Membership to applicants solely on the grounds of relative quota holdings, vessel size and number of vessels owned by the member.
 - 2.4 A Member shall be bound by the terms of these Articles and the Rules.

- 2.5 The agenda and minutes of all board meetings will be circulated to all members, at least 5 days before a meeting for agendas and within 5 days of the meeting for minutes. Members not on the Board will be equally encouraged along with Board members to input to the agendas and comment on the minutes.
- 2.6 Any member may request that a Board decision is reconsidered as long as the request is made within 14 days of receipt of Board meeting minutes informing members of the decision. The member must submit reasons in support of reconsideration. The decision will be reviewed by the PO staff and independent chair and all members will be informed of the review process and outcome. The member requesting the reconsideration may choose to remain anonymous.
- 2.7 Any Member can attend a Board meeting provided they give the Chairman 7 days notice. This Member can play a full role in discussion, but will not have voting rights at Board meetings.

3. Register of Members and Register of Vessels

- 3.1 The Board shall keep a Register of Membership which shall contain in separate columns the following particulars:
- 3.1.1 the full name of the Member,
 - 3.1.2 the date of admission to Membership;
 - 3.1.3 the address of the Member;
 - 3.1.4 the full name of the Member's representative (if appropriate pursuant to Article 7);
 - 3.1.5 a register of the vessels in respect of which the Member has been admitted to Membership of the Organisation;
 - 3.1.6 if different to the registered owner, the names of the beneficial owners of the vessels in respect of which the Member has been admitted to Membership of the Organisation;
 - 3.1.7 the date of cessation of Membership.

4. Cessation of Membership

4.1 A Member shall immediately cease to be a Member.-

4.1.1 in the case of an individual if he:

- (a) dies; or
- (b) has a bankruptcy order made against him; or
- (c) makes a voluntary arrangement with his creditors; and

4.1.2 in the case of partners of a firm:

- (a) if the partnership is dissolved; or
- (b) on admission of a new partner to such firm, except with the consent of the Board; or
- (c) on the retirement of an existing partner, except with the consent of the Board; and

4.1.3 in the case of a company if

- (a) more than 25% of the issued share capital of the company is transferred except with the consent of the Board; or
- (b) there is a change in the beneficial ownership of more than 25% of the issued share capital of the company; or
- (c) the company ceases to exist; or
- (d) the company goes into liquidation; or
- (e) the company is the subject of an administration order otherwise than for the purpose of amalgamation or reconstruction; or
- (f) the company is the subject of a resolution for voluntary winding up; or
- (g) the company has an interim order or winding up order made against it; or

- (h) the company makes a voluntary arrangement with its creditors; or
- (i) an event analogous to those noted at 4.1.3(a) — (h) above occurs.

4.1.4 in all cases:

- (a) if the Member ceases to legally own operate or charter a fishing vessel for a period of twelve months; or
- (b) if there is a change in the beneficial ownership of the vessel(s) in respect of which the Member has been admitted to Membership of the Organisation, except with the consent of the Board; or
- (c) the Member becomes a member of any other producers' organisation recognised under the Regulations; or
- (d) if any calls, levies, fines, penalties or contributions due to the Company or any part thereof remain outstanding for 60 days after becoming due, except with the consent of the Board; or
- (e) subject to a Member's right to appeal pursuant to Article 6, if the Member commits a material breach of the Rules and the Board determines that such Member's membership of the Company should cease.

4.2 Each Member shall inform the Board within 5 business days of the occurrence of any of the situations set out in this Article 4 in respect of itself.

5. Retirement

5.1 A Member may retire from Membership of the Company provided that:

- 5.1.1 the Member has given twelve months' notice in writing to the Company at the Office of its intention to retire, such notice only to be given after two years' Membership; and
- 5.1.2 the Member has settled any claims (including fines or penalties) the Company may have against it up to the date its retirement becomes operative, providing always that a Member shall be liable to calls and levies made during, and at any time after the expiry of, such notice in respect of liabilities arising prior to the expiry of such notice.

6. Expulsion of Members

- 6.1 The Board may expel any Member, without prejudice to any contingent liabilities of that member under these Articles or the Rules, upon a charge of conduct which in the reasonable opinion of the Board has a detrimental effect on the Company.
- 6.2 The Board shall give reasonable notice to the Member before a resolution to expel the member is proposed at a Board meeting. The Member shall be entitled to attend the Board meeting at which such resolution is proposed and to speak in its defence, or to make written representation to the Board which shall be read by the Chairman to the meeting.
- 6.3 The Board shall within seven days of the date of a Board resolution to expel a Member send notice of the decision to the Member concerned.
- 6.4 If the Board expel a Member under Article 6.1, Article 4.1.4(e) or pursuant to the Rules, such member shall have the right to appeal against that decision to a general meeting of the Company, provided that within fourteen days of receipt of notice of the Board's decision the Member sends written intimation by recorded delivery to a director of the Company at the Office that he desires to exercise such right. Within seven days of receipt of such intimation a director of the Company shall use reasonable endeavours to procure that a general meeting is called. The Member shall be entitled to make representations at that meeting. If the Company so determines by special resolution, the Board's decision shall be overturned and the Member shall remain in Membership of the Company.
- 6.5 The PO executive staff shall keep a separate record of all investigations into suspected cases of non-compliance leading to consideration of expulsion from the PO.

7. Member's Representatives

- 7.1 Any joint owners of a vessel who are deemed to constitute one Member shall be represented at meetings of the Company by one of their number duly nominated and appointed for the purpose. Such nomination and appointment shall be in writing and shall be lodged at the Office. Such appointment may be revoked and another representative substituted by written notice of such revocation and further nomination and appointment which shall be lodged at the Office as aforesaid.

DIRECTORS

8. Chairman

- 8.1 An independent Chair shall be elected by the Board from amongst their number at the first Board Meeting following the Annual General Meeting, and shall remain in office for three years; or until their successors are appointed by the Board after each subsequent Annual General Meeting.

9. Powers of co-option

- 9.1 Directors may appoint additional directors in accordance with delivering the aims and objectives of the organisation through powers of unanimous co-option.

10. Board Meetings

- 10.1 The Board will meet as determined by its Chair, as often as is necessary, but not less than four times per year. Any persons nominated by the Chair may attend Board Meetings so that they may be consulted on any matter where they have special knowledge or ability. Such a person will not have voting rights.

- 10.2 The Secretary shall call the Board meetings, and

10.2.1 in doing so provide 7 days notice of the same to Members;

10.2.2 shall give effect to any decisions taken at a Board meeting;

10.2.3 circulate minutes of any Board Meeting to Members not more than 7 days after the holding of the Board meeting; and

10.2.4 in case the Chair is not able to attend the Board meeting, the Vice-Chair will assume the responsibilities of Chair.

11. Unanimous decisions

- 11.1 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.

- 11.2 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.

- 11.3 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.

12. Quorum for directors' meetings

- 12.1 Subject to Article 11.2, the quorum for the transaction of business at a meeting of directors is any three eligible directors and all member companies are represented. If the PO has two Members then decisions require unanimous support by both Members to be considered as agreed.

- 12.2 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:

12.2.1 to appoint further directors; or

12.2.2 to call a general meeting so as to enable the Members to appoint further directors.

13. Voting rights

- 13.1 With the exception of non-producing members, who have no voting rights, each member (i.e. natural or legal person) of the WFPO has an equal voting right. The vote is not linked to the number of vessels or number of directors on the board.

~~Casting vote~~

~~If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall have a casting vote. If the PO has two Members then decisions require unanimous support by both Members to be considered as agreed.~~

~~Article 10.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).~~

14. Transactions or other arrangements with the company

- 14.1 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:

- 14.1.1 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;
- 14.1.2 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;
- 14.1.3 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,
- 14.1.4 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
- 14.1.5 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.

15. Directors' conflicts of interest

- 15.1 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).
- 15.2 Any authorisation under this Article 12 will be effective only if
 - 15.2.1 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;

15.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and

15.2.3 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.

15.3 Any authorisation of a Conflict under this Article 12 may (whether at the time of giving the authorisation or subsequently):

15.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

15.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

15.3.3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors vote in relation to any resolution related to the Conflict;

15.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

15.3.5 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

15.3.6 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.

- 15.4 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.
- 15.5 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.
- 15.6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:
- 15.6.1 disclose such information to the directors or to any director or other officer or employee of the company; or
- 15.6.2 use or apply any such information in performing his duties as a director,
- where to do so would amount to a breach of that confidence.
- 15.7 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.

16. 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.

17. Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one.

18. Appointment of directors

In any case where, as a result of death or bankruptcy, the Company has no Members and no directors, the personal representatives of the last Member 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 personal representative who is a natural person), who is willing to act and is permitted to do so, to be a director.

19. Appointment and removal of alternate directors

19.1 Any director (appointor) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

19.1.1 exercise that director's powers; and 19.1.2 carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

19.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.

19.3 The notice must:

19.3.1 identify the proposed alternate; and

19.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

20. Rights and responsibilities of alternate directors

20.1 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.

20.2 Except as the Articles specify otherwise, alternate directors:

20.2.1 are deemed for all purposes to be directors;

20.2.2 are liable for their own acts and omissions;

20.2.3 are subject to the same restrictions as their appointors; and

20.2.4 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 his appointor is a member.

20.3 A person who is an alternate director but not a director

20.3.1 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);

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

20.3.3 shall not be counted as more than one director for the purposes of Articles 17.3.1 and 17.3.2.

20.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision).

20.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be 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.

21. Termination of alternate directorship

An alternate director's appointment as an alternate terminates:

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

21.1.2 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;

21.1.3 on the death of the alternate's appointor, or

21.1.4 when the alternate's appointor's appointment as a director terminates.

22. Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

DECISION MAKING BY MEMBERS

23. Poll votes

23.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

22.2 Board members will normally be reviewed by votes at the AGM. However, members can propose the removal of a Board member at any time by submitting the request with justification to PO staff. The PO staff, independent chair and board members other than that proposed to be removed (the decision makers) will discuss and decide on an appropriate course of action, which ranges from immediate dismissal to no action until the board members are reviewed at the next AGM. This will depend on reasons given by the member for removing the Board member. In all circumstances, the Board member proposed to be removed will be consulted and have the opportunity to give their views to the decision makers.

23.3 Article 30(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

24. Proxies

24.1 Article 31(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Article.

ADMINISTRATIVE ARRANGEMENTS

25. Rules

25.1 The Board shall from time to time determine the following rules, as required under the Regulations, or as shall be determined by the Board:

25.1.1 membership;

25.1.2 fishing;

25.1.3 production; and

25.1.4 marketing.

26. Entry Fees and Levies

26.1 Every applicant or Member shall on entry pay to the Company an entry fee of £10 in respect of each vessel entered against its name in the Register of Members.

26.2 From the date of admission to membership or from such other date as shall be decided by the Board, all Members shall subscribe to the funds of the Company a levy based on the gross value of landings at the rate as shall be determined by the Board from time to time.

25.3 Members, PO staff or any other group with a legitimate interest in the WFPO such as the board, regulators and bank can propose the PO levy is reviewed. The process for reviewing the PO levy will involve consultation with members and examination of financial information including the WFPO accounts.

27. Accounting and Budgetary Rules

27.1 Standard accounting rules for a limited company will be followed in line with HMRC guidance, including receipts and document storage. Professional accounting advice will be accessed for specialist tasks or to inform WFPO decisions.

26.2 A budget for PO activities will be set annually based on the AGM discussions with all members and PO priorities as identified in the Production and Marketing Plan. Expenditure against the budget will be reviewed at least every 6 months, with the information shared with all members. An annual review of the budget will be

presented at the AGM. Any single expenditure of more than £1,000 must be approved by the Board.

- 26.3 In the case of the Company having surplus funds any decision as to how to use those surplus funds shall, after consultation with all Members, be decided at a General Meeting and shall if necessary be taken after a vote if this is required, including if required so as to decide between options. Each member has an equal vote in deciding on the use of funds.
- 26.4 The Company's accounts shall be available at all times for audit check either by the Company's own auditors, or by Government or Community officials, and will be kept in such form as will facilitate inspection including but not limited to income from the payment of membership fees and evidence as to economic activity for the purposes of Article 14(b) of EU Reg 1379/2013.

28. Resolution of Disputes

- 28.1 If any dispute in relation to a Member's vessel, quota or Membership of the Company or under the Articles or Rules shall arise between a Member or any person aggrieved who has for not more than six months ceased to be a Member, or any person claiming through such Member or person aggrieved and the Company or an officer thereof, it shall in the first instance be referred to mediation, but if that mediation shall not resolve the dispute, it shall be decided by reference to the arbitration of three persons, one appointed by each of the parties concerned and the third by mutual agreement between the two persons appointed by the parties concerned.
- 28.2 The PO executive staff shall keep a separate record of all dispute processes.

29. Means of communication to be used

- 29.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 29.1.1 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);

- 29.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 29.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 29.1.4 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, no account shall be taken of any part of a day that is not a working day.

- 29.2 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

30. Indemnity

- 30.1 Subject to Article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- 30.1.1 each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer.

- (a) *in the actual or purported execution and/or discharge of his duties, or in relation to them; and*
- (b) *in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),*

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the

court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

30.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 26.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

30.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

30.3 In this Article:

30.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

30.3.2 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

31. Insurance

31.1 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.

31.2 In this article:

31.2.1 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);

- 31.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- 31.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.