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

Company Number **11390508**

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

ASSOCIATION OF BRITISH CHINESE PROFESSORS LIMITED

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

Given at Companies House, Cardiff, on **31st May 2018**



* N11390508E *



Companies House



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



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **30/05/2018**

X770YFM1

Company Name in full: **ASSOCIATION OF BRITISH CHINESE PROFESSORS LIMITED**

Company Type: **Private company limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **WIGGIN LLP 10TH FLOOR, THE MET BUILDING
PERCY STREET
LONDON
UNITED KINGDOM W1T 2BU**

Sic Codes: **94120**

Proposed Officers

Company Secretary 1

Type: **Corporate**
Name: **NEPTUNE NOMINEES LIMITED**
Principal / Business Address: **JESSOP HOUSE JESSOP AVENUE
CHELTENHAM
GLOUCESTERSHIRE
GL50 3WG**

European Economic Area (EEA) Company

Register Location: **UNITED KINGDOM**
Registration Number: **05137599**

The subscribers confirm that the corporate body named has consented to act as a secretary.

Company Director 1

Type: **Person**

Full Forename(s): **JIANGUO**

Surname: LIN

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

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/06/1958** *Nationality:* **BRITISH**

Occupation: **UNIVERSITY
PROFESSOR**

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

Company Director 2

Type: **Person**

Full Forename(s): **SAI**

Surname: **GU**

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

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/07/1972** *Nationality:* **BRITISH**

Occupation: **PROFESSOR**

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

Company Director 3

Type: **Person**

Full Forename(s): **DAQING**

Surname: **MA**

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

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

Date of Birth: ****/04/1964** *Nationality:* **BRITISH**

Occupation: **UNIVERSITY
PROFESSOR**

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

Company Director 4

Type: **Person**

Full Forename(s): **JIHONG**

Surname: **WANG**

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

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

Date of Birth: ****/03/1958** *Nationality:* **BRITISH**

Occupation: **UNIVERSITY
PROFESSOR**

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

Type:	Person
Full Forename(s):	SHUJUN
Surname:	LI
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

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

Type:	Person
Full Forename(s):	HONGMING
Surname:	XU
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

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

Company Director 7

Type: **Person**

Full Forename(s): **HONGBIAO**

Surname: **DONG**

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

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

Date of Birth: ****/09/1966** *Nationality:* **BRITISH**

Occupation: **UNIVERSITY
PROFESSOR**

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

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 Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **JIANGUO LIN**

Address **WIGGIN LLP 10TH FLOOR, THE MET BUILDING
PERCY STREET
LONDON
W1T 2BU**

Amount Guaranteed **GBP1**

Name: **SAI GU**

Address **WIGGIN LLP 10TH FLOOR, THE MET BUILDING
PERCY STREET
LONDON
W1T 2BU**

Amount Guaranteed **GBP1**

Name: **DAQING MA**

Address **WIGGIN LLP 10TH FLOOR, THE MET BUILDING
PERCY STREET
LONDON
W1T 2BU**

Amount Guaranteed **GBP1**

Name: **JIHONG WANG**

Address **WIGGIN LLP 10TH FLOOR, THE MET BUILDING
PERCY STREET
LONDON
W1T 2BU**

Amount Guaranteed **GBP1**

Name: **SHUJUN LI**

Address **WIGGIN LLP 10TH FLOOR, THE MET BUILDING
PERCY STREET
LONDON
W1T 2BU**

Amount Guaranteed **GBP1**
Name: **HONGMING XU**

Address **WIGGIN LLP 10TH FLOOR, THE MET BUILDING**
 PERCY STREET
 LONDON
 W1T 2BU

Amount Guaranteed **GBP1**
Name: **HONGBIAO DONG**

Address **WIGGIN LLP 10TH FLOOR, THE MET BUILDING**
 PERCY STREET
 LONDON
 W1T 2BU

Amount Guaranteed **GBP1**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

Association of British Chinese Professors 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.

Name of each subscriber	Authentication by each subscriber
Shujun Li	Shujun Li
Jihong Wang	Jihong Wang
Hongming Xu	Hongming Xu
Jianguo Lin	Jianguo Lin
Hongbiao Dong	Hongbiao Dong
Daqing Ma	Daqing Ma
Sai Gu	Sai Gu

Dated 30/5/2018

WIGGIN

**Articles of Association
of
Association of British Chinese Professors Limited**

Company number:

(Private company limited by guarantee)

Incorporated on

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Company number:

The Companies Act 2006

Private company limited by guarantee

Articles of Association

of

Association of British Chinese Professors Limited

(incorporated on)

Part 1

Interpretation, Limitation of liability and other miscellaneous provisions

1. **Defined terms**

1.1 In these articles, unless the context requires otherwise:

"**Acts**" means the Companies Acts and every other statute, order, regulation or other subordinate legislation from time to time in force concerning companies and affecting the Company.

"**articles**" means the Company's articles of association as altered or varied from time to time (and "**article**" means of a provision of these articles).

"**associated company**" has the meaning set out in Section 256, CA2006.

"**bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.

"**board**" means the board of directors of the Company.

"**Budget**" means the budget of the Company for each financial year.

"**By-Laws**" means the by-laws and rules of the Company adopted by the board from time to time.

"**CA2006**" means the Companies Act 2006.

"**chairperson of the meeting**" has the meaning set out in article 33 (Chairing general meetings).

"**Companies Acts**" means the Companies Acts (as defined in Section 2, CA2006), in so far as they apply to the Company.

"**Company**" means Association of British Chinese Professors.

"**conflicted director**" has the meaning set out in article 18 (Authorisation of conflicts of interest).

"conflict situation" has the meaning set out in article 18 (Authorisation of conflicts of interest).

"director" means a director of the Company, and includes any person occupying the position of director, by whatever name called.

"document" includes, unless otherwise specified, any summons, notice, order, register, certificate or other legal process and includes any such document sent or supplied in electronic form.

"electronic form" has the meaning set out in Section 1168, CA2006.

"eligible director" means a director who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting (but excluding any director whose vote is not to be counted in respect of the resolution in question and excluding any director who has waived his or her right to notice of directors' meetings in accordance with article 13.5).

"hard copy form" has the meaning set out in Section 1168, CA2006.

"holding company" has the meaning set out in Section 1159, CA2006.

"member" has the meaning given in Section 112, CA2006.

"Model Articles" means the model articles for private companies limited by guarantee as set out in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229).

"ordinary resolution" has the meaning set out in Section 282, CA2006.

"participate", in relation to a directors' meeting, has the meaning set out in article 14 (Participation in directors' meetings).

"President" means the director appointed to chair meetings of the board of the directors in accordance with article 16.1.

"proxy notice" has the meaning given in article 39.1.

"proxy notification address" has the meaning given in article 40.1.

"relevant director" means any director or former director.

"relevant loss" means any costs, charges, losses, expenses and liabilities which have been or may be incurred by a relevant director, secretary or other officer in the actual or purported execution or discharge of his or her duties or in the actual or purported exercise of his or her powers in relation to the affairs of the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company.

"special resolution" has the meaning set out in Section 283, CA2006.

"subsidiary" has the meaning set out in Section 1159, CA2006.

"subsidiary undertaking" has the meaning set out in Section 1162, CA2006.

"Vice President" means a vice president elected by the board by at least a two-thirds authority in accordance with article 16.3;

"working day" has the meaning set out in Section 1173, CA2006.

"**writing**" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods (including, where relevant, digital methods) and "**written**" shall be construed accordingly.

- 1.2 Unless the context otherwise requires (or unless otherwise defined or stated in these articles), words or expressions contained in these articles shall have the same meaning as in the CA2006 as in force from time to time.
- 1.3 Save as expressly provided in these articles, the Model Articles shall not apply to the Company and these articles shall be the articles of association of the Company (to the exclusion of any other regulations set out in any statute, statutory instrument or other subordinate legislation from time to time in force).
- 1.4 References in these articles to a document or information being sent or supplied by or to a company (including the Company) shall be construed in accordance with the provisions of Section 1148(3), CA2006 and any reference to "sent" or "supplied" (or other similar term) shall be construed in accordance with the provisions of Section 1148(2), CA2006.

2. **Company's object**

The object of the Company is to promote the academic excellence and international talents of Chinese professors and senior academics based in the United Kingdom, to mentor such persons, encourage the sustainable development of academic research across all subjects, and to promote the sharing of information across different academic fields between the United Kingdom and the People's Republic of China.

3. **Powers**

- 3.1 In pursuance of the object set out in article 2, the Company has the power to:

- 3.1.1 undertake such activities as it sees fit in connection with the promotion of academic research and excellence of Chinese professors and senior researchers based in the United Kingdom, and the mentoring of such persons including without limitation:

- (a) promoting the research and collaborations of its members across all subjects, including both high-technology and socio-economic subjects, by establishing a membership base of Chinese academics and helping to foster and nurture academic ties and cooperation between the United Kingdom and the People's Republic of China;
 - (b) participating in and/or organising academic conferences, seminars, lectures, workshops and networking events to promote collaboration and dissemination on different platforms;
 - (c) fostering academic excellence and mentoring the talents and careers of its members by helping them to develop their full potential and helping to raise their profiles in their respective academic fields, academic societies and professional bodies;
 - (d) commentating and appraising high-profile academic progress and developments;
 - (e) encouraging and emphasising the importance of advanced education; and
 - (f) any other activities which are incidental or conducive to the pursuance of the object;

- 3.1.2 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- 3.1.3 from time to time, borrow and raise money in such manner as the directors shall think necessary for any purpose which may be expedient in the interests of the Company and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 3.1.4 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 3.1.5 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 3.1.6 apply for and accept grants from governmental bodies worldwide, but in particular those bodies situated in the United Kingdom, European Union and the People's Republic of China;
- 3.1.7 lend and advance money or give credit on such terms as may seem expedient and with or without security, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 3.1.8 enter into contracts for sponsorship from organisations, companies and individuals, as approved by the board and which may, in the opinion of the directors, affect or advance the object in article 2 in any way;
- 3.1.9 lobby, advertise, publish, educate, examine, research and survey in respect of any issues that the directors see fit and to hold meetings, conferences, professional training courses, workshops and events, and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the object in article 2 in any way;
- 3.1.10 charge fees for (i) membership; (ii) conferences, workshops and professional training courses both organised and co-organised by the Company; and (iii) consultancy activities provided by the Company either in whole or part;
- 3.1.11 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 3.1.12 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.13 provide and assist in the provision of money, materials or other help;
- 3.1.14 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;

- 3.1.15 incorporate subsidiary companies and/or to carry on any other trade or business which may, in the opinion of the directors, be carried on advantageously by the Company in connection with or ancillary to the object set out in article 2;
 - 3.1.16 to accept donations; and
 - 3.1.17 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of the object set out in article 2.
4. **Income/property - not for distribution**
- 4.1 The income and property of the Company shall be applied solely in promoting the object of the Company as set out in article 2.
 - 4.2 No dividends or bonus may be paid or capital otherwise returned to the members, provided that nothing in these articles shall prevent any payment in good faith by the Company of:
 - 4.2.1 reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
 - 4.2.2 any interest on money lent by any member or any director at a reasonable and proper rate;
 - 4.2.3 reasonable and proper rent for premises demised or let by any member or director; or
 - 4.2.4 reasonable out-of-pocket expenses properly incurred by any director.
5. **Winding up**
- 5.1 On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the members shall not be paid or distributed to such members but shall be transferred to another body (charitable or otherwise):
 - 5.1.1 with an object, or objects, similar to those of the Company; and
 - 5.1.2 which shall prohibit the distribution of its or their income to its or their members,
 such body to be determined by the members at the time of winding-up or dissolution.
6. **Liability of members**
- 6.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while it is a member or within one year after it ceases to be a member, for:
 - (a) payment of the Company's debts and liabilities contracted before it ceases to be a member; and
 - (b) payment of the costs, charges and expenses of winding up.

Part 2

Directors and Secretary - Directors' powers and responsibilities

- 7. **Directors' general authority and powers**

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

8. **Members' reserve power**

8.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

9. **Directors may delegate**

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

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit (including whether any such delegation shall be made either collaterally with or to the exclusion of the powers otherwise conferred on the directors under these articles).

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

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

10. **Committees**

10.1 The Board may delegate the day to day running of the Company to a committee. Responsibilities of such a committee may include, but shall not be limited to:

- (a) the organisation of networking events, workshops, seminars, lectures, professional training courses and conferences; and
- (b) the sending of communications to members.

10.2 All activities carried out in the name of the Company by any committee must be approved by a simple majority of the Board.

10.3 Committees to which the directors delegate any of their powers must follow procedures which are based, as far as they are applicable, on those provisions of these articles which govern the taking of decisions by directors.

10.4 The directors may make rules of procedure for all or any committees which prevail over rules derived from these articles if they are not consistent with them.

11. **Directors to take decisions collectively**

- 11.1 The general rule about decision-making by directors is that any decision of the directors must be either a simple majority decision at a meeting or a decision taken in accordance with article 12 (Unanimous decisions), unless otherwise specified within these articles.
- 11.2 If the Company only has one director and no provision of these articles require it to have more than one director, the general rule does not apply, and the director may (only for so long as he or she or she remains the sole director) take decisions without regard to any of the provisions of these articles relating to directors' decision-making.
12. **Unanimous decisions**
- 12.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 12.2 Such a decision may take the form of a resolution in writing where each eligible director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing.
- 12.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at a directors' meeting held to discuss the matter in question.
13. **Calling a directors' meeting**
- 13.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.
- 13.2 The directors shall meet at least twice per calendar year. Board meetings shall be held at such other times as the directors see fit.
- 13.3 Notice of any directors' meeting must indicate:
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 13.4 Save as provided otherwise in these articles, notice of a directors' meeting must be given to each director, but need not be in writing.
- 13.5 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting. Where such notice is given by a relevant director after the meeting has been held, that notice will then not affect the validity of the meeting, or of any business conducted at it. Directors' may waive their right to notice of a directors' meeting in respect of a particular meeting or meetings but may not give a general waiver of notice for a period of more than 6 months.
14. **Participation in directors' meetings**
- 14.1 Subject to these articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with these articles, and

- (b) they can each communicate orally (including by means of telephone, video conference or other audio or audio-visual link or any other form of telecommunication) to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other, provided that all persons participating in the meeting can hear each other.
- 14.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 15. **Quorum for directors' meetings**
- 15.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 15.2 Subject to circumstances in which one or more conflicts of interest (as explained in Section 175(6), CA2006) have arisen, the quorum for the transaction of the business of the directors shall (save as provided in article 15.3 or any other provision of these articles) be four.
- 15.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - (a) to appoint further directors; or
 - (b) to call a general meeting so as to enable the members to appoint further directors or to change the quorum requirements.
- 16. **Chairing of directors' meetings**
- 16.1 The directors may appoint (by a majority of two-thirds) a director to chair their meetings. Any director so appointed shall be known as the "**President**".
- 16.2 So long as such person continues to be a director, a President shall be appointed for a term of two years and be subject to re-appointment, provided that a person may not be re-appointed as the President for more than two successive terms. Former Presidents may be re-appointed after at least one term spent not holding the post.
- 16.3 The directors may also appoint (by a majority of two-thirds) two directors to act as Vice Presidents.
- 16.4 So long as such person continues to be a director, a Vice President shall be appointed for a term of two years and be subject to re-appointment, provided that a person may not be re-appointed as the Vice President for more than three successive terms. Former Vice Presidents may be re-appointed after at least one term spent not holding the post.
- 16.5 If the President is unwilling to chair a directors' meeting or is not participating in a directors' meeting within ten minutes of the time at which it was to start or, if at any time during the meeting, the President ceases to be a participating director, one of the Vice Presidents may instead chair it (or chair such part of it in relation to which the President ceases to be a participating director, as the case may be).
- 17. **Casting vote**
- At a meeting of the directors (or any part thereof), neither the President nor any Vice President appointed to chair the meeting pursuant to article 16 (Chairing of directors' meetings) shall have a casting vote in respect of any proposal where the number of votes for and against are equal.

18. **Authorisation of conflicts of interest**

18.1 Subject to and in accordance with the CA2006:

- (a) the directors may authorise any matter or situation arising on or after 1 October 2008 in which a director (the "conflicted director") has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) and for this purpose a conflict of interest includes a conflict of interest and duty and a conflict of duties (the "conflict situation");
- (b) any authorisation given in accordance with this article 18:
 - (i) may be made on such terms and subject to such conditions and/or limitations as the directors may, in their absolute discretion, determine (including, without limitation, informing a conflicted director of decisions to exclude the conflicted director and any other interested director from certain directors' meetings, withholding from him or her or them certain board papers or other papers and/or denying him or her or them access to certain confidential Company information) relevant to a conflict situation and such terms, conditions and/or limitations may be imposed at the time of or after the authorisation and may be subsequently varied or terminated; and
 - (ii) shall be effective only if:
 - (A) any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting either the conflicted director or any other interested director; and
 - (B) the matter or situation was agreed to and any relevant resolution was passed without counting the votes of the conflicted director and without counting the votes of any other interested director (or such matter or situation would have been so agreed and such relevant resolution would have been so passed if their votes had not been counted); and
- (c) in considering any request for authorisation in respect of a conflict situation, the directors shall be entitled to exclude the conflicted director from any meeting or other discussion (whether oral or written) concerning the authorisation of such conflict situation and they shall also be entitled to withhold from such conflicted director any board papers or other papers concerning the authorisation of such conflict situation.

18.2 If any conflict situation is authorised or otherwise permitted under these articles, the conflicted director (for as long as he or she reasonably believes such conflict situation subsists):

- (a) shall not be required to disclose to the Company (including the directors or any committee) any confidential information relating to such conflict situation which he or she obtains or has obtained otherwise than in his or her capacity as a director of the Company, if to make such disclosure would give rise to a breach of obligation or confidence owed by him or her to another person in relation to such matter, office, employment or position;
- (b) shall be entitled to attend or absent himself from all or any meetings of the directors (or any committee) at which anything relating to such conflict situation will or may be discussed; and
- (c) shall be entitled to make such arrangements as he or she thinks fit to receive or not to receive documents or information (including, without limitation, board papers (or those of

any committee of it)) relating to any such conflict situation and/or for such documents or information to be received and read by a professional adviser on his or her behalf,

and in so doing, such conflicted director shall not be in breach of any general duty he or she owes to the Company pursuant to Sections 171 to 177 (inclusive), CA2006 and the provisions of this article 18 shall be without prejudice to any equitable principle or rule of law which may excuse the conflicted director from disclosing information or attending meetings or receiving documents or information, in circumstances where such disclosure, attendance or receipt would otherwise be required under these articles.

- 18.3 For the purposes of this article 18, an interest of a person who is, for any purpose of the CA2006 (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a director shall be treated as an interest of the director.

19. **Directors may have interests and vote and count for quorum**

- 19.1 Provided permitted by the Acts and provided he or she has disclosed to the other directors the nature and extent of his or her interest pursuant to Section 177 or 182, CA2006 or otherwise pursuant to these articles (as the case may be), a director, notwithstanding his or her office:

- (a) may be a party to, or otherwise directly or indirectly interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested and may hold any other office or position of profit under the Company (except that of auditor or of auditor of a subsidiary of the Company) in addition to the office of director and may act by himself or through his or her firm in a professional capacity for the Company and in any such case on such terms as to remuneration and otherwise as the directors may agree either in addition to or in lieu of any remuneration provided for by any other article;
- (b) may be a member, director, or other officer of, or employed by, or hold any other office or position with, or be directly or indirectly interested in any contract, arrangement, transaction or proposal with or a party to or otherwise directly or indirectly interested in, any subsidiary and subsidiary undertaking of the Company or any other body corporate promoted by the Company or in which the Company is otherwise interested;
- (c) shall not, by reason of his or her office, be liable to account to the Company for any dividend, profit, remuneration, superannuation payment or other benefit which he or she derives from:
 - (i) any matter, office, employment or position which relates to a conflict situation authorised in accordance with article 18 (Authorisation of conflicts of interest); or
 - (ii) any office, employment, contract, arrangement, transaction or proposal or other interest permitted pursuant to paragraphs (a) and (b) of this article,

and no contract, arrangement, transaction or proposal shall be avoided on the grounds of any director having any such interest or receiving any such dividend, profit, remuneration, superannuation payment or other benefit authorised in accordance with article 18 (Authorisation of conflicts of interest) or permitted pursuant to paragraphs (a) and (b) of this article and the receipt of any such dividend, profit, remuneration, superannuation payment or other benefit so authorised or permitted shall not constitute a breach of duty not to accept benefits from third parties as set out in Section 176, CA2006.

- 19.2 For the avoidance of doubt, a director may be or become subject to one or more conflict situations as a result of any matter referred to in paragraph (b) of article 19.1 (Directors may have interests and vote and count for quorum) without requiring authorisation under the provisions of article 18 (Authorisation of conflicts of interest) provided it is deemed authorised under article 18.3 or he or she has declared, as soon as reasonably practicable, the nature and extent of his or

her interest in the conflict situation. The provisions of Section 177(2), Section 177(3), Section 177(5), Section 177(6), Section 184 and Section 185, CA2006 shall be applied (with any necessary modifications) in respect of any such declaration.

19.3 Subject to Section 175(6), CA2006 and save as otherwise provided in these articles, a director may vote at any meeting of the directors or any meeting of any committee of which he or she is a member on any resolution and a director may participate in the transaction of the business of the directors and count in the quorum at any such meeting of the directors or meeting of any committee of which he or she is a member notwithstanding that it concerns or relates in any way to a matter in which he or she has directly or indirectly any kind of interest or duty. This article does not affect any obligation of a director to disclose any such interest, whether pursuant to Section 177, CA2006, Section 182, CA2006 or otherwise.

19.4 Subject to article 19.5, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the President whose ruling in relation to any director other than the President is to be final and conclusive (except in a case where the nature or extent of any interest of the director has not been fairly disclosed).

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

19.6 For the purposes of this article 19, an interest of a person who is, for any purpose of the CA2006 (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a director shall be treated as an interest of the

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

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors. Notwithstanding the provisions of article 11.2 (Directors to take decisions collectively), where the Company only has one director, the provisions of this article 20 shall apply to any decision taken by such director, howsoever taken by him or her.

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

Subject to these articles, the directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these articles and any rules established under this article, the terms of these articles shall prevail.

22. **Methods of appointing directors**

22.1 The number of directors of the Company shall be seven. Unless his or her appointment is terminated earlier in accordance with article 24, the usual term of appointment for a director shall be four years, save that three of the seven directors appointed on the incorporation of the Company shall serve for an initial term of five years. Directors may be re-appointed as directors notwithstanding the number of terms previously served as a director (consecutive or otherwise).

22.2 The number of directors may be varied by (i) a decision of the directors; or (ii) an ordinary resolution of the members.

22.3 Subject to the By-Laws, any member who (i) is willing to act as a director, and is permitted by law to do so; and (ii) has been nominated by a member to be appointed as a director, and such

nomination has been approved by the directors, may be appointed to be a director by a resolution of the members at a general meeting of the Company, formed by a majority vote of at least two thirds of the members voting on such a resolution.

23. **Retirement of directors by rotation**

23.1 At the fourth annual general meeting of the Company from the date of incorporation, four of the directors appointed upon incorporation shall retire from office.

23.2 At the fifth annual general meeting of the Company from the date of incorporation, three of the directors appointed upon incorporation must retire from office.

23.3 At each subsequent annual general meeting any directors who have served as a director for a period of at least four years shall retire from office and may offer themselves for reappointment by the members.

24. **Termination of director's appointment**

24.1 The Company may, by ordinary resolution of which special notice has been given in accordance with section 168 of CA2006, remove any director, before the expiration of his or her period or term of office notwithstanding anything in these articles or in any agreement between the Company and such director.

24.2 The board may, by a majority decision of at least two thirds, remove any director, before the expiration of his or her period or term of office notwithstanding anything in these articles or in any agreement between the Company and such director, if such director:

- (a) fails to carry out his or her obligations and duties as a director to the reasonable satisfaction of the board for a period of three consecutive months;
- (b) is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute;
- (c) has acted or has threatened to act in a manner which is contrary to the interests of the Company; or
- (d) has failed to observe the terms of these articles or the By-Laws.

24.3 A person shall also cease to be a director as soon as:

- (a) that person ceases to be a member;
- (b) that person ceases to be a director by virtue of any provision of the CA2006 or is prohibited from being a director by law;
- (c) that person dies;
- (d) a bankruptcy order is made against that person;
- (e) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (f) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

- (g) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or
 - (h) that person has, for more than three consecutive meetings, been absent without permission of the directors from meetings of the directors held during that period and the directors make a decision that that person's office be vacated.
- 25. **Directors' remuneration**
 - 25.1 Directors may undertake any services for the Company that the directors decide.
 - 25.2 Directors are entitled to such remuneration as the directors determine:
 - (a) for their services to the Company as directors; and
 - (b) for any other service which they undertake for the Company.
 - 25.3 Subject to these articles, a director's remuneration may:
 - (a) take any form; and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
 - 25.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
 - 25.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.
- 26. **Directors' expenses**
 - 26.1 The Company may pay any reasonable expenses which the directors and the Company secretary (if any) properly incur in connection with their attendance at (or returning from):
 - (a) meetings of directors or committees of directors; or
 - (b) general meetings

or otherwise in connection with the business of the Company, the exercise of their powers and the discharge of their duties and responsibilities in relation to the Company.
- 27. **Secretary**

The directors may appoint any director who is (i) willing to act as the secretary of the Company; and (ii) has been nominated by the President for such role, on such terms (including, but not limited to, term of office and remuneration) and subject to such conditions as they may think fit and from time to time remove such person and, if the directors determine, appoint a replacement secretary of the Company, in each case approved by a majority decision of the directors.
- 28. **Treasurer**

The directors may appoint any director who is (i) willing to act as a treasurer of the Company, and (ii) has been nominated by the President for such role, on such terms (including, but not limited to, term of office and remuneration) and subject to such conditions as they may think fit and from time to time remove such person and, if the directors determine, appoint a replacement treasurer of the Company, in each case approved by a majority decision of the directors.

Part 3

Members - Becoming and ceasing to be a member

29. Applications for membership

29.1 In accordance with any By-Laws or rules adopted by the Company from time to time, the directors may receive applications for membership to the Company.

29.2 Subject to clause 30.2, the directors may accept or refuse any application from any person to become a member of the Company without providing a reason for such acceptance or refusal.

30. Termination of membership

30.1 A member may withdraw from membership of the Company at any time by giving notice to the Company in writing. Such withdrawal shall take effect from the date specified in the notice or, in the absence of any specification, from the date on which the notice is delivered to the Company in accordance with article 43.

30.2 Membership is not transferable without the prior written permission of the Company.

30.3 A member's membership ceases if and when any of the matters in article 24.3(a) to 24.3(f) (inclusive) occur in respect of a member or, if that member is a director, if that member ceases to be a director for any of the reasons set out in article 24.2.

Part 4

Decision-making by Members - Organisation of General Meetings

31. Attendance and speaking at general meetings

31.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

31.2 A person is able to exercise the right to vote at a general meeting when they are a properly appointed representative of a member.

31.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

31.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

31.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

32. Quorum for general meetings

32.1 A quorum shall be formed when at least four members who are also directors are present in person or by proxy.

- 32.2 Whenever the Company has only one member, the member present by a duly authorised representative or by proxy, shall be a quorum.
33. **Chairing general meetings**
- 33.1 The President shall chair general meetings if present and willing to do so.
- 33.2 If the President is unable or unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start, a Vice President may chair the meeting instead.
- 33.3 The person chairing a meeting in accordance with this article is referred to as "the chairperson of the meeting".
34. **Attendance and speaking by directors and non-members**
- 34.1 The chairperson of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.
35. **Adjournment**
- 35.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum or if during a meeting a quorum ceases to be present, the chairperson of the meeting must adjourn it.
- 35.2 The chairperson of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 35.3 The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 35.4 When adjourning a general meeting, the chairperson of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 35.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 35.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

35.7 If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting (or if, during the meeting, a quorum ceases to be present), the meeting shall be dissolved.

36. **Voting: general**

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

36.2 Subject to the provisions of the CA2006, on a vote on a resolution on a show of hands at a meeting, each member present in person (as agreed under article 33.2 above) has one vote. On a poll, each person present in person or by proxy has one vote.

37. **Errors and disputes**

37.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

37.2 Any such objection must be referred to the chairperson of the meeting whose decision is final and conclusive.

38. **Demanding a poll and procedure on a poll**

38.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

38.2 A poll may be demanded by:

- (a) the chairperson of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all
- (e) the members having the right to vote on the resolution.

38.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken, and
- (b) the chairperson of the meeting consents to the withdrawal,

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

38.4 Polls must be taken immediately and in such manner as the chairperson of the meeting directs.

39. **Proxy notices**

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

- (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 39.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 39.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 39.4 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
40. **Delivery of proxy notices**
- 40.1 Any notice of a general meeting must specify the address or addresses ("**proxy notification address**") at which the company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.
- 40.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- 40.3 Subject to articles 40.4 and 40.5, a proxy notice must be delivered to a proxy notification address not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 40.4 In the case of a poll taken more than 48 hours after it is demanded, the notice must be delivered to a proxy notification address not less than 24 hours before the time appointed for the taking of the poll.
- 40.5 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the proxy notice must be delivered:
- (a) in accordance with article 40.3, or
 - (b) at the meeting at which the poll was demanded to the chairman, secretary or any director.
- 40.6 An appointment under a proxy notice may be revoked by delivering a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given to a proxy notification address.
- 40.7 A notice revoking a proxy appointment only takes effect if it is delivered before:
- (a) the start of the meeting or adjourned meeting to which it relates, or

- (b) (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.
- 40.8 If a proxy notice is not signed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- 41. **Written resolutions of members**

A written resolution proposed in accordance with the provisions of Chapter 2 of Part 13 of the CA2006 must be passed within 14 days of the circulation date, after which it lapses.
- 42. **Amendments to resolutions**
 - 42.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairperson of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.
 - 42.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - (a) the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
 - 42.3 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

Part 5

Administrative Arrangements

- 43. **Company communications**
 - 43.1 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, no account shall be taken of any part of a day that is not a Business Day.

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

44. **Company seals**

- 44.1 Any common seal may only be used by the authority of the directors or a committee of the directors. The directors may decide by what means and in what form any common seal is to be used.

- 44.2 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

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

- (a) any director of the Company;
- (b) the Company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

45. **No right to inspect accounts and other records**

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

46. **Provision for employees on cessation of business**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

47. **Indemnity and Funds**

- 47.1 Subject to article 47.2 (but otherwise to the fullest extent permitted by law) and without prejudice to any indemnity to which he or she may otherwise be entitled):

- (a) a relevant director, secretary or other officer (other than any person engaged as auditor) of the Company or an associated company shall be indemnified out of the Company's assets against all or any part of any costs, charges, losses, expenses and liabilities incurred by that

director secretary or other officer in the actual or purported exercise of his or her powers in relation to the affairs of the Company or associated company; and

- (b) a relevant director, secretary or other officer (other than any person engaged as auditor) of the Company or any holding company shall be provided with funds to meet any expenditure incurred by him or her as provided in Section 205 and/or Section 206, CA2006 (or enable him or her to avoid incurring any such expenditure).

47.2 This article does not authorise any indemnity or provision of funds which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law, including (but not limited to) where any loss occurred as a result of a relevant director's, secretary's or other officer's wilful neglect or default.

48. **Insurance**

Subject to the provisions of the CA2006, the directors may in their absolute discretion decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director secretary or other officer (other than any person engaged as auditor) of the Company or associated company in respect of all or any part of any relevant loss.