

FILE COPY



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

Company Number **11503603**

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

CLIFTON CLOSE (BICESTER) MANAGEMENT COMPANY 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 **7th August 2018**



* N115036036 *



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: **06/08/2018**

X7BRSZ3T

Company Name in full: **CLIFTON CLOSE (BICESTER) MANAGEMENT COMPANY LIMITED**

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

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

Proposed Registered Office Address: **47 CASTLE STREET
READING
BERKSHIRE
ENGLAND RG1 7SR**

Sic Codes: **98000**

Proposed Officers

Company Secretary 1

Type: **Corporate**
Name: **PITSEC LIMITED**
Principal / Business Address: **47 CASTLE STREET
READING
BERKSHIRE
ENGLAND RG1 7SR**

European Economic Area (EEA) Company

Register Location: **ENGLAND**
Registration Number: **02451677**

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

Company Director 1

Type: **Person**

Full Forename(s): IAIN

Surname: **BROWN**

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

Country/State Usually Resident: **ENGLAND**

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

Occupation: **DIRECTOR**

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

Company Director 2

Type: **Person**

Full Forename(s): **CHRISTOPHER**

Surname: CHILES

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

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/11/1969**

Occupation: **DIRECTOR**

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

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **IAIN BROWN**

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

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

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Individual Person with Significant Control details

Names: **CHRISTOPHER CHILES**

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

Date of Birth: ****/11/1969** *Nationality:* **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Relevant Legal Entity (RLE) details

Company Name: **VANDERBILT THAMES VALLEY LIMITED**

Service Address: **47 CASTLE STREET
READING
BERKSHIRE
ENGLAND
RG1 7SR**

Legal Form: **PRIVATE LIMITED COMPANY**

Governing Law: **ENGLAND**

Register Location: **ENGLAND**

Country/State: **UNITED KINGDOM**

Registration Number: **08599290**

Nature of control

The relevant legal entity has the right to exercise, or actually exercises, significant influence or control over the activities of a firm that, under the law by which it is governed, is not a legal person, and the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over 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.

<i>Name:</i>	IAIN BROWN
<i>Address</i>	47 CASTLE STREET READING BERKSHIRE ENGLAND RG1 7SR
<i>Amount Guaranteed</i>	GBP 1.00
<i>Name:</i>	CHRISTOPHER CHILES
<i>Address</i>	47 CASTLE STREET READING BERKSHIRE ENGLAND RG1 7SR
<i>Amount Guaranteed</i>	GBP 1.00

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**

SCHEDULE 2

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of:
CLIFTON CLOSE (BICESTER) MANAGEMENT COMPANY 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:

IAIN BROWN
CHRISTOPHER CHILES

DATED: 06/08/2018

**ARTICLES FOR PRIVATE COMPANIES LIMITED BY
GUARANTEE**

CLIFTON CLOSE (BICESTER) MANAGEMENT COMPANY LIMITED

COMPANY NUMBER

INCORPORATED ON:

INDEX TO THE ARTICLES

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Preamble and defined terms
2. Liability of members

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3. Directors' general authority
4. Appointment of Directors
5. Termination of Director's Appointment
6. Directors' remuneration
7. Directors' expenses
8. Members' reserve power
9. Directors may delegate
10. Committees

DECISION-MAKING BY DIRECTORS

11. Directors to take decisions collectively
12. Unanimous decisions
13. Calling a directors' meeting
14. Participation in directors' meetings
15. Quorum for directors' meetings
16. Chairing of directors' meetings
17. Casting vote
18. Directors' powers to authorise conflicts of interest
19. Records of decisions to be kept
20. Directors' discretion to make further rules

PART 3

MEMBERS

21. Becoming and ceasing to be a Member
22. General Meetings and Resolutions
23. Quorum for general meetings
24. Chairing general meetings
25. Attendance and speaking by directors and non-members
26. Adjournment

ORGANISATION OF GENERAL MEETINGS

VOTING AT GENERAL MEETINGS

- 27. Voting: general
- 28. Errors and disputes
- 29. Poll votes
- 30. Content of proxy notices
- 31. Delivery of proxy notices
- 32. Amendments to resolutions

PART 4

ADMINISTRATIVE ARRANGEMENTS

- 33. Means of communication to be used
- 34. Company seals
- 35. Provision for employees on cessation of business

DIRECTORS' INDEMNITY AND INSURANCE

- 36. Indemnity
- 37. Insurance

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Preamble and defined terms

The Model Articles for companies limited by guarantee contained in Schedule 2 of Regulation 3 of the Companies (Model Articles) Regulations 2008 (as amended) do not apply to the company.

In the articles, unless the context requires otherwise:

“articles” means the company’s articles of association;

“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;

“chairman” has the meaning given in article 16;

“chairman of the meeting” has the meaning given in article 24;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

“director” means a director of the company, and includes any person occupying the position of director, by whatever name called;

“Developer” means Vanderbilt Thames Valley Limited (Company Number 08599290);

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“Dwelling” means any single residential unit, whether leasehold or freehold, comprised in the Estate;

“Dwellingholder” means the person or persons to whom a head lease or tenancy of a Dwelling has been granted by the Developer or by their successor in title or to whom any such lease is assigned or who holds the freehold of a Dwelling and so that whenever two or more persons are for the time being dwellingholders of a Dwelling they shall for all purposes of these Articles be deemed to constitute one Dwellingholder;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“Estate” shall mean the land situated to the north west of Launton Road, Launton, Bicester comprised in Title No ON103071 as registered at the Land Registry and any adjacent land acquired by the Developer or in which the

Developer has acquired an interest during the period commencing on the first day of incorporation and enduring for a period of 80 years from the date hereof.

"Member" shall from time to time mean both the Special Members (if any) and the Ordinary Members;

"Ordinary Member" shall mean a Dwellingholder;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"participate" in relation to a directors' meeting, has the meaning given in article 14;

"proxy notice" has the meaning given in article 30;

"Special Member" shall mean a person appointed pursuant to article 21.1;

"special resolution" has the meaning given in section 283 of the Companies Act 2006;

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006; and

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

2. Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for:

- (a) payment of the company's debts and liabilities contracted before he ceases to be a member,
- (b) payment of the costs, charges and expenses of winding up, and
- (c) adjustment of the rights of the contributories among themselves.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3. Directors' general authority

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

4. Appointment of Directors

The maximum number and minimum respectively of the Directors may be determined from time to time by Ordinary Resolution in a General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be two.

4.1. No Member shall be appointed a Director at any General Meeting unless either:

4.1.1 he is recommended by the Directors; or

4.1.2 not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, a notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that Member for appointment together with a notice executed by that Member of his willingness to be appointed.

4.2. Subject to article 4.1 above the Company may by Ordinary Resolution in General Meeting appoint as a director any Member who is willing to act either to fill a vacancy or as an additional Director.

4.3. Subject to article 22.6, the Directors may appoint any person who is willing to act to be a Director either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed the maximum number of Directors for the time being in force, if a maximum number is in force.

5. Termination of Director's Appointment

A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) 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;

- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) 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.

6. Directors' remuneration

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

6.2 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.

6.3 Subject to the 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.

6.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

6.5 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.

7. Directors' expenses

The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

8. Members' reserve power

8.1 Subject to article 22.6, 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 the articles, the directors may delegate any of the powers which are conferred on them under the 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.

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

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

DECISION-MAKING BY DIRECTORS

11. Directors to take decisions collectively

- 11.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 12.

- 11.2 If:

- (a) the company only has one director, and
- (b) no provision of the articles requires it to have more than one director

the general rule at article 11.1 does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

12. Unanimous decisions

- 12.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 12.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- 12.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- 12.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

13. Calling a directors' meeting

- 13.1 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 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.
- 13.3 Notice of a directors' meeting must be given to each director, but need not be in writing.
- 13.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

14. Participation in directors' meetings

- 14.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the articles, and

- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

14.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

14.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

15. Quorum for directors' meetings

15.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

15.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, and unless otherwise fixed it is two.

15.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

- (a) to appoint further directors, or
- (b) to call a general meeting so as to enable the members to appoint further directors.

16. Chairing of directors' meetings

16.1 The directors may appoint a director to chair their meetings.

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

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

16.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

17. Casting vote

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

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

18. Directors' powers to authorise conflicts of interests

18.1 The directors may, in accordance with the requirements set out in this article, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest ('Conflict').

18.2 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;
- (c) be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

18.3 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:

- (a) disclose such information to the directors or to any director or other officer or employee of the company;
- (b) 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.

18.4 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- (b) is not given any documents or other information relating to the Conflict;
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

18.5 Where the directors authorise a Conflict:

- (a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;
- (b) the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.

18.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

19. 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.

20. Directors' discretion to make further rules

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

PART 3

MEMBERS

21. Becoming and ceasing to be a Member

21.1 The subscribers to the Memorandum of Association shall be Special Members of the Company. A Special Member may nominate any person to succeed him as a Special Member of the Company as if that person had been a Special Member. The Special Member acting unanimously may in writing appoint additional Special Members. The number of Special Members shall not be greater than three. As long as a Special Member remains in place, Ordinary Members will not be entitled to attend General Meetings or have any right to vote as Members.

21.2 Every Special Member of the Company shall cease to be a Member upon the Developer delivering to the Company Secretary a certificate confirming that the development of the Estate has been completed provided always that if the Member is a Dwellingholder he shall continue to be an Ordinary Member.

21.3 The Company must accept as an Ordinary Member of the Company every person who is or who shall have become a Dwellingholder. No person shall be admitted as an Ordinary Member of the Company other than a Dwellingholder.

21.4 The provisions of Section 113 of the Companies Act 2006 shall be observed by the Company and every Dwellingholder shall give written consent to become a Member. If two or more persons are together a

Dwellingholder each shall so comply and the person whose name first appears in the Register of Members shall exercise the voting powers vested in such Member.

21.5 A Dwellingholder shall cease to be a Member on the registration as a Member of the successor to his Dwelling and shall not resign as a Member while holding whether alone or jointly with others a legal estate in any Dwelling.

21.6 If a Member shall

- (a) die,
- (b) be adjudged bankrupt, or
- (c) wound up whether for the purposes of amalgamation, reconstruction, by reason of having become insolvent, enters into any voluntary arrangement or otherwise

the Member's legal personal representative(s), representative(s), or trustee or liquidator or receiver or administrator shall be entitled to be registered as a Member provided that he or they shall for the time being be a Dwellingholder.

22. General Meetings and Resolutions

22.1 An Annual General Meeting and a General Meeting called for the passing of a Special Resolution or a Resolution appointing a Member as a Director shall be called by at least 21 clear days notice. All other General Meetings shall be called by at least 14 clear days notice but a General Meeting may be called by shorter notice if it is so agreed:

- (a) in the case of an Annual General Meeting by all the Members entitled to attend and vote thereat; and
- (b) in the case of any other General Meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than 90% of the total voting rights at the Meeting of all the Members.

22.2. The notice of a Meeting shall specify the time and place of the Meeting and in the case of an Annual General Meeting shall specify the Meeting as such.

22.3. The notice of the Meeting shall be given to all the Members entitled to attend and vote thereat and to the auditors (if any) and to every person being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the Meeting.

22.4. Any Member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote instead of him and any proxy so

appointed shall have the same right as the Member to speak at the Meeting. Every notice convening a General Meeting shall comply with the provisions of Section 324 of the Companies Act 2006 as to giving information to Members in regard to their right to appoint proxies.

22.5. If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

22.6. Every Member present in person or by proxy at a General Meeting shall have one vote provided that so long as there is a Special Member of the Company no Ordinary Member

- (a) shall be entitled to attend or vote at any General Meeting or other meeting of the Company.
- (b) shall be entitled to sign a written resolution.

23. Quorum for general meetings

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. As long as a Special Member remains in place, the quorum for a general meeting will be two Special Members, otherwise the quorum will be two Ordinary Members.

24. Chairing general meetings

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

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

- (a) the directors present, or
- (b) (if no directors are present), the meeting, must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- (c) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

25. Attendance and speaking by directors and non-members

25.1 Directors may attend and speak at general meetings, whether or not they are members.

25.2 The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

26. Adjournment

26.1 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 chairman of the meeting must adjourn it.

26.2 The chairman 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 chairman 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.

26.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

26.4 When adjourning a general meeting, the chairman 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.

26.5 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.

26.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

27. Voting: general

Subject to article 22.6 a resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

28. Errors and disputes

28.1 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.

28.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

29. Poll votes

29.1 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.

29.2 A poll may be demanded by:

- (a) the chairman 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 the members having the right to vote on the resolution.

29.3 A demand for a poll may be withdrawn if:

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

29.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

30. Content of proxy notices

30.1 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.

30.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

30.3 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.

30.4 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.

31. Delivery of proxy notices

31.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

31.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

31.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

31.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

32. Amendments to resolutions

32.1 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 chairman of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

32.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- (a) the chairman 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.

32.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 4

ADMINISTRATIVE ARRANGEMENTS

33. Means of communication to be used

33.1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

33.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

33.3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

34. Company seals

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

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

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

34.4 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.

35. Provision for employees on cessation of business

35.1 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.

DIRECTORS' INDEMNITY AND INSURANCE

36. Indemnity

36.1 Subject to article 36.2, a relevant director of the company or an associated company may be indemnified out of the company's assets against:

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

36.2 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.

36.3 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the company or an associated company.

37. Insurance

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

37.2 In this article:

- (a) a “relevant director” means any director or former director of the company or an associated company,
- (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’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
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.