

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number 12053799

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

SOUND INSULATION TESTING & MEASUREMENT ASSOCIATION

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 17th June 2019



* N12053799N *



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: **14/06/2019**

X87LBQWH

Company Name in full: **SOUND INSULATION TESTING & MEASUREMENT ASSOCIATION**

I confirm that the proposed company name contains sensitive or restricted words or expressions and that approval, where appropriate, has been sought of a government department or other specified body and I attach a copy of their response

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternatives

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

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

Proposed Registered Office Address: **FLINT BARN COURT CHURCH STREET
AMERSHAM
BUCKINGHAMSHIRE
UNITED KINGDOM HP7 0DB**

Sic Codes: **94110**

Company Director ***1***

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

Company Director **2**

Type:	Person		
Full Forename(s):	MR JACK WILLIAM		
Surname:	HARVIE-CLARK		
Service Address:	FLINT BARN COURT CHURCH STREET AMERSHAM BUCKINGHAMSHIRE UNITED KINGDOM HP7 0DB		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/11/1971	Nationality:	BRITISH
Occupation:	COMPANY DIRECTOR		

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

Company Director **3**

Type: Person

Full Forename(s): MR BARRY PAUL

Surname: **COPE**

***Service Address:* FLINT BARN COURT CHURCH STREET
AMERSHAM
BUCKINGHAMSHIRE
UNITED KINGDOM HP7 0DB**

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

Date of Birth: ****/11/1987** *Nationality:* **BRITISH**

Occupation: COMPANY DIRECTOR

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

Company Director **4**

Type: **Person**

Full Forename(s): MR HUGH DAVID

Surname: PICKAVANCE

***Service Address:* FLINT BARN COURT CHURCH STREET
AMERSHAM
BUCKINGHAMSHIRE
UNITED KINGDOM HP7 0DB**

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

Date of Birth: ****/01/1954** *Nationality:* **BRITISH**

Occupation: COMPANY DIRECTOR

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

Company Director **5**

Type: Person

Full Forename(s): MR RHYS MICHAEL

Surname: SCRIVENER

Service Address: FLINT BARN COURT CHURCH STREET
AMERSHAM
BUCKINGHAMSHIRE
UNITED KINGDOM HP7 0DB

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

Date of Birth: ****/12/1971** *Nationality:* **BRITISH**

Occupation: COMPANY 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

Relevant Legal Entity (RLE) details

Company Name: BUILDING COMPLIANCE TESTERS ASSOCIATION

Service Address: FLINT BARN COURT CHURCH STREET
AMERSHAM
UNITED KINGDOM

Legal Form: PRIVATE COMPANY LIMITED BY GUARANTEE

Governing Law: COMPANIES ACT 2006

Register Location: COMPANIES HOUSE

Country/State: ENGLAND AND WALES

Registration Number: 12015451

Nature of control

The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in 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: **BUILDING COMPLIANCE TESTERS ASSOCIATION**

Address **FLINT BARN COURT CHURCH STREET
AMERSHAM
BUCKINGHAMSHIRE
UNITED KINGDOM
HP7 0DB**

Amount Guaranteed **1**

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
SOUND INSULATION TESTING & MEASUREMENT ASSOCIATION

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
Building Compliance Testers Association

Dated: 3 June 2019

COMPANY NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
SOUND INSULATION TESTING & MEASUREMENT
ASSOCIATION



SOLICITORS

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ARTICLES OF ASSOCIATION
OF
SOUND INSULATION TESTING & MEASUREMENT ASSOCIATION (the "company")
A PRIVATE COMPANY LIMITED BY GUARANTEE
INCORPORATED UNDER THE COMPANIES ACT 2006

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Interpretation

(1) The model articles for private companies limited by guarantee set out in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the company.

(2) In the articles, unless the context requires otherwise:

"alternate"	has the meaning given in article 20A;
"alternate director"	has the meaning given in article 20A;
"appointor"	has the meaning given in article 20A;
"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 12;
"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;
"connected"	has the meaning given to that word by section 252 of the Companies Act 2006;
"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 document sent or supplied in electronic form;
"electronic form"	has the meaning given in section 1168 of the Companies Act 2006;

"member"	has the meaning given in section 112 of the Companies Act 2006;
"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 10;
"proxy notice"	has the meaning given in article 30;
"quorum"	means the number of people required to conduct valid business at a meeting of the company;
"relevant officer"	means any director or other officer or former director or other officer of the company or an associated company but excluding in each case any person engaged by the company (or associated company) as an auditor (whether or not he is also a director or other officer), to the extent that he acts in his capacity as auditor;
"secretary"	means the secretary of the company, if any, appointed in accordance with article 20D or any other person appointed to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary;
"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;
"working day"	means any day other than Saturday or Sunday or a public or bank holiday in the part of the United Kingdom in which the company is registered; 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.

- (3) In these articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification, replacement, consolidation or re-enactment of that provision in force from time to time.
- (4) In these articles, unless the context otherwise requires, the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa.
- (5) 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

ASSET LOCK AND STATEMENT OF THE COMPANYS OBJECTS

2A. Not for Profit

- (1) The company is not established or conducted for private gain: any surplus or assets are used solely for the benefit of the company's stated objects, and for the avoidance of doubt, no portion thereof shall be paid or transferred directly or indirectly by way of dividend and, subject to Article 2A(2) and Article 2B(5), by way of bonus or otherwise by way of profit, to the members of the company.
- (2) Article 2A(1) shall not prevent any payment in good faith by the company of reasonable and proper remuneration to any person in return for any services actually rendered to the company and of legitimate out-of-pocket expenses incurred in carrying out duties in connection with the activities of the company.

2B. Asset Lock

- (1) The company shall not transfer any of its assets other than for full consideration.
- (2) Provided the condition in article 2B(3) is satisfied, article 2B(1) shall not apply to:
 - (a) the transfer of assets to any other asset-locked body with similar objects; and
 - (b) the transfer of assets made pursuant to the objects other than by way of a transfer of assets into an asset-locked body with similar objects.
- (3) The condition is that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the articles.
- (4) The members of the company may at any time before, and in expectation of, its dissolution resolve that any net assets of the company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the company be applied or transferred in any of the following ways:

- (a) directly for the objects; or
 - (b) by transfer to any not for profit association or associations for purposes similar to the objects; or
 - (c) to any not-for-profit association or associations for use for particular purposes that fall within the objects.
- (5) Subject to any such resolution of the members of the company, the directors of the company may at any time before and in expectation of its dissolution resolve that any net assets of the company after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the company be applied or transferred:
- (a) directly for the objects; or
 - (b) by transfer to any charity or charities for purposes similar to the objects; or
 - (c) by transfer to any not-for-profit association or associations for use for particular purposes that fall within the objects.
- (6) In no circumstances shall the net assets of the company be paid to or distributed among the members of the company (except to a member that is a not-for-profit association) and if no resolution in accordance with article 2B(4) is passed by the members or the directors the net assets of the company shall be applied for charitable purposes as directed by the court or the Charity Commission.
- (7) Nothing in these articles shall prevent the directors of the company being remunerated at a market rate for their services as directors and (if applicable) employees of the company.

2C. Objects

- (1) The objects for which the company is established are:
- (a) to represent the views and interests of sound insulation testing and consultancy providers and to work to promote and develop the science and practice of sound insulation measurement and improvement in the built environment;
 - (b) to carry on any other trade or business whatsoever which can, in the opinion of the company, be advantageously carried on by the company in connection with or ancillary to any of the general business of the company or is calculated directly to benefit the company or enhance the value of or render profitable any of the company's property or rights or is required by any customers of or persons dealing with the company;
 - (c) to purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property;
 - (d) to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of,

or otherwise deal with all or any part of the property and rights of the company;

- (e) to invest and deal with the monies of the company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
- (f) to lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, 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 included any holding company, subsidiary or fellow subsidiary company in any manner;
- (g) to borrow and raise money in such manner as the company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the company of any obligation or liability it may undertake or which may become binding on it;
- (h) to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;
- (i) to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;
- (j) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the company, or to contract with any person, firm or company to pay the same;
- (k) to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the company, and to the wives, widows, children and other relatives and dependents of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependents; and
- (l) to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and

by or through agents, brokers, subcontractors or otherwise and either alone or in conjunction with others,

whether directly or indirectly and whether acting alone or in conjunction with, or on behalf of, any other person.

- (2) The objects set forth in each sub-article of this article 2C shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in each sub-article or from the name of the company. None of each sub-articles or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-article, but the company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-articles as if each sub article contained the objects of a separate company. The word company in this article, except where used in reference to the company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
- (3) The company shall seek to achieve its objects by implementing any measure it deems appropriate, necessary or desirable, such as setting down rules, byelaws, agreements, programmes or conventions.
- (4) The company shall pursue the above objects solely and directly in a non-profit manner.
- (5) The company shall not act for its own gains and shall not primarily pursue economic goals of its own.

2D. Powers

- (1) To further its objects the company may do all such lawful things as may further the company's objects and, in particular, but, without limitation:
 - (a) may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds; and
 - (b) purchase, take on lease or in exchange, hire or otherwise acquire or dispose of by any lawful means any real and personal estate which may be deemed necessary or convenient for any of the objects of the Company.

PART 3

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. Members' reserve power

- (1) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- (2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

5. Directors may delegate

- (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.
- (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.
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

6. Committees

- (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.
- (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.
- (3) Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.

Decision-making by directors

7. Directors to take decisions collectively

- (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 8.

- (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 does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.
- (3) For the avoidance of doubt, article 11 shall not be construed as requiring the company to have more than one director and shall not apply in the event the company has only one director.
- (4) Subject to these articles, each director participating in a directors' meeting has one vote.

8. Unanimous decisions

- (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.
- (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.
- (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.
- (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.

9. Calling a directors' meeting

- (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.
- (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.
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (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 seven 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.

10. Participation in directors' meetings

- (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.
- (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.
- (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.

11. Quorum for directors' meetings

- (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than four, and unless otherwise fixed it is four.
- (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.

12. Chairing of directors' meetings

- (1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.
- (3) The directors may terminate the chairman's appointment at any time.
- (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.

13. Casting vote

- (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.
- (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.

13A. Alternates voting at directors' meetings

A director who is also an alternate director has an additional vote on behalf of each of his appointors who:

- (a) Is not participating in a directors' meeting; and
- (b) would have been entitled to vote if they were participating in it.

Transactions or other arrangements with the company

14. Conflicts of interest

- (1) Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006 and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Act 2006, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:
 - (a) may be a party to, or otherwise interested in, any transaction or arrangement with the company, or in which the company is otherwise (directly or indirectly) interested;
 - (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee) in respect of such contract or proposed contract in which he is interested;
 - (c) shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
 - (d) may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and
 - (f) shall not, save as he may otherwise agree, be accountable to the company for the benefit which he (or a person connected with him) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006.
- (2) For the purpose of this article 14, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- (3) Subject to article 14(4), if a question arises at a meeting of directors or 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 chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

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

14A. Directors' conflicts of interest

- (1) For the purposes of section 175 of the Companies Act 2006 the directors may, in accordance with the requirements set out in this article 14A authorise any matter proposed to them by any director which would, if not authorised constitute or give rise to a situation in which a director has or can have, a direct or indirect interest which conflicts, or possibly may conflict with the interest 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) (a "**conflict**").
- (2) Any authorisation under this article 14A (a "**conflict authorisation**") will be effective only if:
 - (a) the director has disclosed to the other directors the nature and extent of his interest in any conflict, such disclosure to be made as soon as reasonably practicable;
 - (b) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;
 - (c) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and
 - (d) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.
- (3) Any conflict authorisation may (whether at the time of giving the authority or subsequently):
 - (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
 - (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
 - (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.

- (4) In giving a conflict authorisation, the directors may decide (whether at the time of giving the authority 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; and
- (b) use or apply any such information in performing his duties as a director of the company,

where to do so would amount to a breach of that confidence.

- (5) In giving a conflict authorisation the directors may provide (whether at the time of giving the authority or subsequently) without limitation to article 14A(3)(b) that the director:
 - (a) is excluded from discussions and / or the making of decisions (whether at meetings of directors or otherwise) related to the conflict;
 - (b) is not given any documents or other information relating to the conflict; and
 - (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.
- (6) Where the directors give a conflict authorisation:
 - (a) the terms of the conflict authorisation shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded);
 - (b) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the conflict authorisation; and
 - (c) 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 the conflict authorisation.
- (7) A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no director shall be liable to be avoided on such grounds.

15. Records of decisions to be kept

The directors must ensure that the company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

16. 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.

Appointment of directors

17. Methods of appointing directors

- (1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
 - (a) by ordinary resolution; or
 - (b) by a decision of the directors.
- (2) In any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.
- (3) For the purposes of paragraph (2), where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

18. 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; or
- (e) 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.

19. Directors' remuneration

- (1) Directors may undertake any services for the company that the directors decide and shall be entitled to such remuneration or salary as may be determined by the directors:
 - (a) for their services to the company as directors; and
 - (b) for any other service which they undertake for the company.
- (2) 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.
- (3) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (4) 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.

20. 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; or
- (b) general meetings; or
- (c) separate meetings of the holders of any debentures of the company; or
- (d) otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

Alternate directors

20A. Appointment and removal of alternates

- (1) Any director (the "**appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
 - (a) exercise that director's powers; and
 - (b) carry out that director's responsibilities,
 in relation to the taking of decisions by the directors in the absence of the alternate's appointor ("**alternate**" or "**alternate director**").
- (2) Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.
- (3) The notice must:
 - (a) identify the proposed alternate; and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

20B. Rights and responsibilities of alternate directors

- (1) An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor.

- (2) Except as the articles specify otherwise, alternate directors:
 - (a) are deemed for all purposes to be directors;
 - (b) are liable for their own acts and omissions;
 - (c) are subject to the same restrictions as their appointors; and
 - (d) are not deemed to be agents of or for their appointors.
 - (3) A person who is an alternate director but not a director:
 - (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating); and
 - (b) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).
- No alternate may be counted as more than one director for such purposes.
- (4) An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

20C. Termination of alternate directorship

An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor's appointment as a director terminates.

Secretary

20D. Appointment of company secretary

A secretary may be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

PART 4

MEMBERS

Becoming and ceasing to be a Member

21. Membership

- (1) No person shall become a member of the company unless:

- (a) that person has completed an application for membership in a form approved by the directors; and
 - (b) the directors have approved the application.
- (2) A member may withdraw from membership of the company by giving 7 days' notice to the company, in writing.
- (3) Membership is not transferable.
- (4) A person's membership terminates when that person dies or ceases to exist.

PART 5

DECISION-MAKING BY MEMBERS

Organisation of general meetings

22. Attendance and speaking at general meetings

- (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.
- (2) A person is able to exercise the right to vote at a general meeting when:
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (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.
- (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.
- (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.

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, for which purposes the quorum shall be four members of the company.

24. Chairing general meetings

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

- (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.
- (3) 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

- (1) Directors may attend and speak at general meetings, whether or not they are members.
- (2) The chairman of the meeting may permit other persons who are not:
 - (a) members of the company; or
 - (b) otherwise entitled to exercise the rights of members in relation to general meetings,to attend and speak at a general meeting.

26. Adjournment

- (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.
- (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.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (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.

- (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 seven 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.
- (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

- (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 the articles.
- (2) On a show of hands, every member present in person shall have one vote. On a poll every member present shall have one vote.

28. Errors and disputes

- (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.
- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

29. Poll votes

- (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.
- (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.

- (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.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

30. Content of proxy notices

- (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;
 - (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; and
 - (e) proxy notices and any authentication of such notices demanded by the company must be received at an address specified by the company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice or authentication of such notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (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.
- (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

- (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.

- (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.
- (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.
- (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

- (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.
- (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.
- (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 6

ADMINISTRATIVE ARRANGEMENTS

33. Means of communication to be used

- (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.
- (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.
- (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

- (1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.
- (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.
- (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. 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.

36. 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.

Directors' indemnity and insurance

37. Indemnity

- (1) Subject to article 37(2) but without prejudice to any other indemnity to which the relevant officer is otherwise entitled:
 - (a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and / or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of any duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability from negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs; and

- (b) the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 37(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- (2) This article 37 does not authorise any indemnity which would be prohibited or rendered void by the provisions of the Companies Act 2006 or by any provision of law.
- (3) In this article companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

38. Insurance

- (1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.
- (2) In this article:
 - (a) a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and
 - (b) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Communication

39. Communication

- (1) Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the company to a person by being made available on a website.
- (2) A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the company.
- (3) If any member is registered in the name of joint holders, the company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of the joint holding and the company is not required to serve notices or other documents on any of the other joint holders.
- (4) If the company sends or supplies notices or other documents by first class post and the company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.
- (5) If the company sends or supplies notices or other documents by electronic means and the company proves that such notices or other documents were

properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.

- (6) If the company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.
- (7) For the purposes of this article 39, no account shall be taken of any part of a day that is not a working day.