

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **12266287**

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

MAKE MY MONEY MATTER 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 **16th October 2019**



* N12266287L *



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: 16/10/2019

X8G71WCQ

Company Name in full: **MAKE MY MONEY MATTER LIMITED**

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

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

Proposed Registered Office Address: **7 SAVOY COURT
LONDON
UNITED KINGDOM WC2R 0EX**

Sic Codes: **82990**

Company Director *1*

Type:	Person		
Full Forename(s):	RICHARD		
Surname:	CURTIS		
Service Address:	APARTMENT 628 THE HELIOS BUILDING, TV CENTRE WOOD LANE LONDON UNITED KINGDOM W12 7FT		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/11/1956	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): JOANNA

Surname: CORLETT

Service Address: **APARTMENT 628 THE HELIOS BUILDING, TV CENTRE**
WOOD LANE
LONDON
UNITED KINGDOM W12 7FT

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

Date of Birth: ****/03/1984** *Nationality:* **BRITISH**

Occupation: CAMPAIGNER

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

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

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

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

Name: **RICHARD CURTIS**

Address **APARTMENT 628 THE HELIOS BUILDING, TV CENTRE
WOOD LANE
LONDON
UNITED KINGDOM
W12 7FT**

Amount Guaranteed **£1.00**

Name: **JOANNA CORLETT**

Address **APARTMENT 628 THE HELIOS BUILDING, TV CENTRE
WOOD LANE
LONDON
UNITED KINGDOM
W12 7FT**

Amount Guaranteed **£1.00**

Statement of Compliance

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

Name: **RICHARD CURTIS**
Authenticated **YES**
Name: **JOANNA CORLETT**
Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

The Companies Act 2006

Company Limited by Guarantee

Memorandum and Articles of Association of Make My Money Matter Ltd

Harbottle & Lewis LLP
7 Savoy Court
London
WC2R 0EX

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DX 44617 Mayfair

The Companies Act 2006
(the Act)

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION
OF

Make My Money Matter Ltd

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a Member of the Company.

Name of each subscriber:

Authentication by each subscriber:

Richard Curtis

Joanna Corlett

Dated 16 October 2019

The Companies Act 2006
(the Act)

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
OF

Make My Money Matter Ltd (the Company)

1. NAME

The company's name is Make My Money Matter Ltd (the Company).

2. INTERPRETATION

2.1 In these Articles, unless the context indicates another meaning:

address	means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Company;
AGM	means an annual general meeting of the Company;
the Articles	means the Company's articles of association in force from time to time;
clear days	(in relation to notice given under these Articles) means a period excluding: the day on which the notice is given or deemed to be given; and the day for which it is given or on which it is to take effect;
Companies Acts	means the Companies Acts (as defined in section 2 of the Act);
connected person	means, in relation to a Director, a person with whom the Director shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Director's family or household or a person or body who is a business associate of the Director; a company with which the Director's only connection is an interest of no more than 1% of the voting rights and no more than 1% of the dividend rights is not to be regarded as a connected person;

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	means a document sent or supplied by electronic means (for example, by e-mail), or by any other means while in an electronic form (for example, sending a USB stick by post);
electronic means	has the meaning given in section 1168 of the Act;
Member	means a person who is a Subscriber or who is admitted to membership in accordance with the Articles;
ordinary resolution	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution, by Members who together hold a simple majority of the voting rights in the Company;
the seal	means the common seal of the Company if it has one;
Secretary	means any person appointed to perform the duties of a company secretary of the Company from time to time;
special resolution	means a resolution agreed by at least 75% of the Members present and voting at a general meeting or in the case of a written resolution, by Members who together hold at least 75% of the voting rights in the Company;
Subscribers	means the subscribers to the Memorandum of Association of the Company;
the United Kingdom	means Great Britain and Northern Ireland;
year	means calendar year; and
writing or written	means printing, typewriting, lithography, photography and any other mode or modes (including electronic modes) of representing or reproducing words in a legible and non-transitory form.

- 2.2 The Articles are to be interpreted without reference to the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229), which do not apply to the Company.
- 2.3 Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 2.4 Words or expressions contained in the Articles and not otherwise defined which are defined in the Companies Acts (but excluding any statutory modification not in force when this constitution becomes binding on the Company) shall have the same meaning.

- 2.5 Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

3. OBJECTS

- 3.1 The Company's objects (**Objects**) are to:

- 3.1.1 promote the ethical and sustainable investment of personal finances – primarily pensions - for the public benefit;
- 3.1.2 advance the education of the public as to how their personal finances – particularly pensions - are currently being invested and the principles and effects of ethical and sustainable investment; and
- 3.1.3 undertake and promote research relating to ethical and sustainable investment by experts in the field and likeminded people, and to make the results publicly available where useful.

4. POWERS

The Company has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so.

5. LIMITED LIABILITY

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company if it is wound up during his or her membership or within one year afterwards, for:

- (a) the payment of the debts and liabilities of the Company contracted before he or she ceased to be a Member;
- (b) the costs, charges and expenses of winding up;
- (c) the adjustment of the rights of the contributories among themselves.

6. APPLICATION OF INCOME AND PROPERTY

The income and property of the Company howsoever shall be applied solely in promoting the Objects and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member. Nothing in these Articles shall prevent any payment in good faith by the Company of:

- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company, including the payment to any officer any reasonable salary or fees in relation to their role as an officer of the Company;
- (b) any interest on money lent by any Member at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member; or
- (d) reasonable out-of-pocket expenses properly incurred by any Member.

7. **MEMBERSHIP**

7.1 Subject to Article 7.3(a), membership of the Company is not transferable.

7.2 Save for the Subscribers, no person shall thereafter become a Member unless that person has completed an application for membership in the form approved by the Directors and such application has been approved by the Directors or such other person(s) to whom the Directors have delegated such power of approval.

7.3 A Member shall cease to be a Member if:

- (a) they die, become bankrupt (if an individual), or go into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company) upon which the membership shall automatically pass to the personal representatives, Member in bankruptcy, supervisor, receiver, administrator or administrative receiver (as appropriate);
- (b) they resign their membership of the Company by giving notice in writing to the Company of their intention to do so; or
- (c) a Member who is at any time a Director ceases to hold such office (a **Former Director**) and, within the following six months the remaining Directors resolve that the Former Director shall also cease to be a Member.

7.4 In any case where, a Member dies or becomes bankrupt and the Company has no Members and no Directors, the person(s) who is entitled to that membership under Article 7.3(a) above has the right, by notice in writing, to appoint a natural person (including the appointor himself), who is willing to act and permitted to do so, to be a Director of the Company.

8. **BOARD**

8.1 The Subscribers are the first Directors and each person who is admitted as a new Member shall be appointed as a Director by the board of Directors with immediate effect as soon as is reasonably practical.

8.2 Unless and until the Members in general meeting shall otherwise determine, the number of Directors shall not be subject to a maximum but shall not be less than two (2).

8.3 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: (i) to appoint further Directors, or (ii) to call a general meeting so as to enable the members to appoint further Directors.

9. **REMOVAL OF DIRECTORS**

9.1 A Director shall cease to hold office if the Director concerned:

- (a) not being a sole Director, gives seven clear days' written notice of resignation of directorship to the Company unless, after the resignation, there would be less than two Directors;
- (b) dies or (in the case of a legal person) ceases to exist;
- (c) ceases to be a Director by virtue of any provision in the Companies Acts or is prohibited by law from being a Director;

- (d) is subject to a bankruptcy order or a composition or other arrangement is made with his/her creditors generally in satisfaction of that Director's debts;
- (e) is, in the written opinion of a registered medical practitioner who is treating that person, physically or mentally incapable of acting as a Director and may remain so for more than three months;
- (f) is subject to a court order by reason of that person's mental health which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (g) is absent without the permission of the Directors from all their meetings held within a period of 6 consecutive months and the Directors resolve that his or her directorship be terminated;
- (h) is removed by the Members at a general meeting in accordance with Article 9.2; or
- (i) the majority of Directors (excluding the Director concerned) resolve that the Director concerned shall cease to hold office, provided that the number of Directors following such resolution shall not be less than the quorum required pursuant to Article 8.2.

9.2 The Company may, by ordinary resolution, of which special notice has been given in accordance with section 312 of the Act, remove any Director.

9.3 All Directors hereby waive any right they may have for compensation for loss of office as a Director or as a result of removal as a Director for any reason, including, without limitation, because they have ceased to be a Director.

10. **POWER OF DIRECTORS**

10.1 The Directors have control of the Company and its property and funds and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution.

10.2 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of any Directors.

10.3 Any meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.

10.4 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting of Directors.

11. **PROCEEDINGS OF DIRECTORS**

11.1 The Directors must hold at least four meetings each year.

11.2 Any Director may call a meeting of the Directors by giving notice of the meeting to the Directors and the Secretary (if any) must call a meeting of the Directors if requested to do so by a Directors.

11.3 Subject to Article 11.4, notice of a meeting of the Directors must be given to each Director but need not be in writing.

11.4 Notice of a meeting of the Directors need not be given to Directors who waive that entitlement to notice of that meeting by giving notice to that effect to the Company before or not more than 7

days after the date on which the meeting is held. Where such notice is given after (and not more than 7 days after) the meeting has been held, that does not affect the validity of the meeting.

- 11.5 Any issue arising at a meeting of the Directors may be decided by a simple majority of votes cast at the meeting.
- 11.6 No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made.
- 11.7 A quorum at a meeting of the Directors shall be two Directors or the number nearest to one-third of the total number of Directors, whichever is the greater, or such larger number as may be decided from time to time by the Directors.
- 11.8 If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
- 11.9 The Directors shall appoint a Director to chair their meetings (who will not have a casting vote) and may at any time revoke such appointment.
- 11.10 If no person has been appointed to chair meetings of the Directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Directors present may appoint one of their number to chair that meeting.
- 11.11 The person appointed to chair meetings of the Directors shall have no functions or powers except those conferred by the Articles or delegated to him or her by the Directors.
- 11.12 Any Directors or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or other communications equipment which permits each participant to hear each of the other participants addressing the meeting and, if he or she wishes to do so, to address all the other participants simultaneously. Participation in the meeting in this manner constitutes presence of the person at the meeting and entitles any Directors or member of a committee of the Directors so present to vote and count in the quorum. Such a meeting shall be regarded as taking place where the largest number of the group of those participating is or, if there is no such largest number, where the chairman is for that meeting.
- 11.13 A resolution in writing or in electronic form agreed by a simple majority of all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened and held provided that:
 - (a) a copy of the resolution is sent or submitted to all the Directors eligible to vote; and
 - (b) a simple majority of Directors has signified its agreement to the resolution in an authenticated document or documents (whether in electronic form or not) which are received at the registered office or such other address as shall be determined by the Directors.
- 11.14 The resolution in writing may comprise several documents containing the same text of the resolution to each of which one or more Directors has signified their agreement.

12. **DELEGATION**

12.1 The Directors may delegate any of their powers or functions to one or more committees of two or more Directors. The Directors may impose conditions when delegating, including the conditions that:

- (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
- (b) no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Directors; and
- (c) all acts and proceedings of such committees must be reported in due course to the full body of Directors.

12.2 The Directors may appoint individuals who are not Directors to any committee but the number of non-Directors must not exceed the number of Directors on that committee.

12.3 A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within ten minutes after the time appointed for holding the same, the Directors present may choose one of their number to be the chairman of the meeting.

12.4 A committee may meet and adjourn as it thinks proper. Any issue arising at such meetings shall be determined by a majority of votes of the Directors present, and in the case of an equality of votes the person chosen to chair the meeting shall have a second or casting vote.

12.5 The Directors may revoke or alter a delegation.

13. **DIRECTORS CONFLICTS**

13.1 A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A Director must, if so requested by the Chairman, absent himself or herself from any discussions of the Directors in which it is possible that a conflict will exist between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

13.2 If a conflict of interest arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Directors may authorise such a conflict of interests where the following conditions apply:

- (a) The conflicted Director is, if so requested by the chairman, absent from any part of a meeting at which authorisation of that conflict of interests or loyalties is considered or at which there is a discussion of any arrangement or transaction affecting that other organisation or person.;
- (b) The conflicted Director does not vote on any such matter and is not counted when considering whether a quorum of Directors is present at the meeting; and
- (c) The unconflicted Directors consider it is in the interests of the Company to authorise the conflict of interests or loyalties in the circumstances applying.

- 13.3 In this Article a conflict of interests or loyalties arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Director or to a connected person.

14. **VALIDITY OF DIRECTORS' DECISIONS**

- 14.1 Subject to Article 14.2, all acts done by a meeting of Directors, or of a committee of Directors, shall be valid notwithstanding the participation in any vote of a Director:

- (a) who was disqualified from holding office;
- (b) who had previously retired or who had been obliged by the constitution to vacate office; or
- (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise,

if without:

- (i) the vote of that Director; and
- (ii) that Director being counted in the quorum;

the decision has been made by a majority of the Directors at a quorate meeting.

- 14.2 Article 14.1 does not permit a Director or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Directors or of a committee of Directors if, but for Article 14.1, the resolution would have been void.

15. **GENERAL MEETINGS**

- 15.1 Members are entitled to attend general meetings in person or by proxy in accordance with the Articles.
- 15.2 The Directors may call a general meeting at any time on at least fourteen (14) clear days' written notice.
- 15.3 A general meeting may be called by shorter notice if so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.
- 15.4 The notice must specify the date, time and place of the meeting, the general nature of the business to be transacted and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in a general meeting to such persons as are under the Articles, entitled to receive such notice from the Company. The notice should also contain a statement setting out the rights of the Members to appoint a proxy under section 324 of the Act and Article 18.
- 15.5 Members may also require general meetings to be convened, or, in default, may convene general meetings as provided by the Companies Acts.
- 15.6 Notice of every general meeting shall be given in a manner authorised under Article 21 to:

- (a) every Member except those Members who have not supplied to the Company an address within the United Kingdom or an address for the purpose of giving notice in electronic form for the giving of notice to them; and
- (b) the auditor or auditors for the time being of the Company.

No other person shall be entitled to receive notices of general meetings.

- 15.7 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it or because of an accidental omission by the Company to give notice.
- 15.8 The Company may (but need not) hold an AGM in any year and shall specify the meeting as such in the notice calling it.

16. PROCEEDINGS AT GENERAL MEETINGS

- 16.1 Every Member shall have one vote on each at general meetings.
- 16.2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered. The decision of the person who is chairing the meeting in respect of any such objection is final.
- 16.3 Any Member which is a legal person may appoint a representative in accordance with these Articles. Any such representative shall be counted in a quorum and may exercise the appointing Member's rights at any meeting.
- 16.4 No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business.
- 16.5 A quorum is:
 - (a) at least two Members present in person or by proxy; or
 - (b) one tenth of the Members entitled to receive notice of and vote at that general meeting, present in person or by proxy,

whichever is greater.

- 16.6 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.
- 16.7 If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 16.8 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 the general meeting was due to start (i) the Directors present, or (ii) 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 general meeting must be the first business of the general meeting.
- 16.9 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.
- 16.10 The chairman of the meeting must adjourn a general meeting if directed to do so by ordinary resolution of the Members.
- 16.11 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.
- 16.12 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:
 - (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.
- 16.13 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.
- 16.14 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
 - (a) by the person chairing the meeting;
 - (b) by at least two Members present in person or by proxy and having the right to vote at the meeting; or
 - (c) by a Member or Members present in person or by proxy representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
- 16.15 On a poll votes may be given either personally or by proxy.
- 16.16 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 16.17 The result of the vote must be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded.
- 16.18 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 16.19 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 16.20 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Members) and who may fix a time and place for declaring the results of the poll.

- 16.21 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 16.22 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately. A poll demanded on any other question must be taken either immediately or within 30 days after it has been demanded at such time and place as the person who is chairing the meeting directs.
- 16.23 If the poll is not taken immediately at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 16.24 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
- 16.25 The Company may pass written resolutions in accordance with the requirements of the Companies Acts without holding a general meeting.

17. **CORPORATE REPRESENTATIVES**

- 17.1 Any legal person that is a Member may nominate any natural person to act as its representative at any meeting of the Company.
- 17.2 The Member concerned must give written notice to the Company of the name of its representative. The representative shall not be entitled to represent the Member at any meeting unless the notice has been received by the Company. The representative may continue to represent the Member until written notice to the contrary is received by the Company.
- 17.3 Any notice given to the Company will be conclusive evidence that the representative is entitled to represent the Member or that his or her authority has been revoked. The Company shall not be required to consider whether the representative has been properly appointed by the Member.

18. **PROXIES**

- 18.1 Proxies may 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.
- 18.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 18.3 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.
- 18.4 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.
- 18.5 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 18.6 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.
- 18.7 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.
- 18.8 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.
- 18.9 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. Execution which is or purports to be by a Director on behalf of a company which is a Member or by a Member's representative appointed in accordance with these Articles is to be regarded as execution by the relevant Member and need not be supported by written evidence of authority.
- 19. **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 the Directors at any time.
- 20. **ACCOUNTS AND RECORDS**
- 20.1 The Directors must comply with the requirements of the Companies Acts as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:
 - (a) annual returns;
 - (b) annual reports; and
 - (c) annual statements of account.
- 20.2 The Directors must also keep records of:
 - (a) all proceedings at meetings of the Directors;
 - (b) all resolutions in writing;
 - (c) all reports of committees; and
 - (d) all professional advice obtained.

20.3 Accounting records relating to the Company shall be kept at the Registered Office of the Company or, subject to the Companies Acts, such other place or places as the Directors think fit, and shall be made available for inspection by any Director at any time during normal office hours and may be made available for inspection by Directors who are not Directors if the Directors so decide.

20.4 A copy of the Company's constitution and latest available statement of account must be supplied on request to any Director.

21. **NOTICES**

21.1 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 Act 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.

21.2 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.

21.3 Any notice to be given to or by any person pursuant to the Articles must be in writing or in electronic form.

21.4 The Company may give any notice to a Member or Director either:

- (a) personally; or
- (b) by sending it by post in a prepaid envelope addressed to the Member or Director at his or her registered address or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him the Company for the giving of notice to him; or
- (c) by sending it in electronic form:
 - (i) to the address or number for the time being notified for that purpose by the Member or Director to the Company; or
 - (ii) through publication in the Company's newsletter or on the Company's website.

21.5 Where a notice is:

- (a) served personally in the case of personal service, the notice shall be deemed effective at the time of delivery.
- (b) served by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice and to have been effected at the expiration of forty-eight hours after the letter containing the same is posted.
- (c) served in electronic form, service of the notice shall be deemed to be effected by properly addressing and sending an electronic transmission containing the notice and to have been effected at the expiration of forty-eight hours after the transmission containing the same is sent.

21.6 A document or information including notices of general meetings may only be sent by the Company by electronic form in accordance with the provisions of the Companies Acts to a Member

or Director who has agreed that the document or information may be sent by those means and who has provided an address for that purpose.

- 21.7 A Member or Director present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and, when required, of the purposes for which it was called.

22. **INDEMNITY**

- 22.1 The Company may indemnify a Relevant Director against any liability incurred by him or her or it in that capacity, to the extent permitted by sections 232 to 234 of the Act.

- 22.2 The Company may indemnify an auditor against any liability incurred by him or her or it:

- (a) in defending proceedings (whether civil or criminal) in which judgment is given in his or her or its favour or he or she or it is acquitted; or
- (b) in connection with an application under section 1157 of the Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

- 22.3 In this Article a **Relevant Director** means any Director or former Director of the Company.

23. **DISPUTES**

If a dispute arises between Members about the validity or propriety of anything done by the Company under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

24. **WINDING UP**

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Members at or before the time of winding up or dissolution.