



**Company No: 14788004**

**The Companies Act 2006**

**Private Company Limited by Guarantee and not having a Share Capital**

**Articles of Association**

**of**

**LONDON SPIRITUAL MISSION LIMITED**



30 Finsbury Circus  
London EC2M 7DT

T : +44 (0)20 7628 7576  
F : +44 (0)20 7256 7318  
W : [www.devonshires.com](http://www.devonshires.com)

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**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**LONDON SPIRITUAL MISSION LIMITED (the "Company")**

**(Adopted by special resolution passed on 13<sup>th</sup> June 2023)**

**INTERPRETATION, OBJECT AND LIMITATION OF LIABILITY**

**1. INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

**Articles:** means the Company's articles of association for the time being in force;

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

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

**Conflict:** means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

**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 Act;

**Eligible Director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 16, any director whose vote is not to be counted in respect of the particular matter);

**Interested Director:** has the meaning given in article 16.1;

**Member:** means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly; and

**Model Articles:** means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

**ordinary resolution:** has the meaning given in section 282 of the Act;

**participate:** in relation to a director's meeting, has the meaning given in article 12;

**proxy notice:** has the meaning given in article 37;

**secretary:** means the secretary of the Company and 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 Act;

**subsidiary:** has the meaning given in section 1159 of the Act;

**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.

- 1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall not apply to the Company.

## **2. OBJECT**

The object for which the Company is established is the promotion and execution of church activities including its work with the animal kingdom in particular by presenting the teachings, philosophy and as far as may be necessary the phenomena of spiritualism in accordance with the teachings of the master Christian.

## **3. POWERS**

- 3.1 The Company shall have the power to do anything that a natural or corporate person may lawfully do which is necessary or expedient in furtherance of its object(s) unless prohibited in these Articles.
- 3.2 Without limiting the scope of article 3.1, the Company has the power to do anything which is calculated to further its object or is conducive or incidental to doing so. In particular, the Company has power to:
  - (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
  - (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
  - (c) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
  - (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture

stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;

- (e) 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 including any holding company or subsidiary;
- (f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- (g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- (h) enter into contracts to provide services to or on behalf of other bodies;
- (i) provide and assist in the provision of money, materials or other help;
- (j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (k) incorporate subsidiary companies to carry on any trade;
- (l) donate money, materials or other help;
- (m) acquire, merge with or to enter into any partnership or joint venture arrangement with any other entity; and
- (n) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

#### 4. INCOME

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Company **PROVIDED THAT** 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;
  - (b) any interest on money lent by any Member or any director at a reasonable and proper rate;
  - (c) reasonable and proper rent for premises demised or let by any Member or director; or
  - (d) reasonable out-of-pocket expenses properly incurred by any Member or director.

#### 5. WINDING UP

On the winding-up 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 but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company which shall prohibit the distribution of its income and property to an extent at least as great as that imposed on the Company under or by virtue of these Articles. Such body to be determined by resolution of the Members at or before the time of winding up and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up.

## **6. GUARANTEE**

- 6.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for
- (a) payment of the Company's debts and liabilities contracted before they cease to be a Member,
  - (b) payment of the costs, charges and expenses of the winding up, and
  - (c) adjustment of the rights of the contributories among themselves.

## **DIRECTORS**

### **7. GENERAL AUTHORITY**

- 7.1 The directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Act, the Articles or any special resolution.

### **8. APPOINTMENT OF DIRECTORS**

- 8.1 Unless otherwise determined by ordinary resolution, the number of directors shall not exceed [thirteen] and shall not be less than seven.
- 8.2 Directors will be appointed and may be removed by the directors in accordance with a policy for recruitment, selection, appointment and removal which it shall prepare and adopt and which the directors may review from time to time.
- 8.3 The directors may from time to time and at any time appoint a person as a director either to fill a casual vacancy or by way of addition to the board of directors, provided that the prescribed maximum be not thereby exceeded.

### **9. UNANIMOUS DECISIONS**

- 9.1 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.
- 9.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 9.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

### **10. DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 10.1 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 9.
- 10.2 If:
- (a) the Company has one director for the time being; 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 (for so long as they remain the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

## **11. CALLING A DIRECTORS' MEETING**

- 11.1 Any director may call a directors' meeting by giving not less than 10 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.
- 11.2 Notice of a directors' meeting shall be given to each director, but need not be in writing.
- 11.3 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

## **12. PARTICIPATION IN DIRECTORS' MEETINGS**

- 12.1 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 (a) be identified by the others and (b) communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 12.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 12.3 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.

## **13. QUORUM FOR DIRECTORS' MEETINGS**

- 13.1 Subject to article 13.2, the quorum for the transaction of business at a meeting of directors is any seven Eligible Directors, unless there is to be only one director in office for the time being, then that director shall form a quorum.
- 13.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 16 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 13.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
  - (a) to appoint further directors; or
  - (b) to call a general meeting so as to enable the Members to appoint further directors.

## **14. CHAIRING OF DIRECTORS' MEETINGS**

- 14.1 The directors may appoint a director to chair their meetings.
- 14.2 The person so appointed for the time being is known as the chair.
- 14.3 The directors may terminate the chair's appointment at any time.
- 14.4 If the chair 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.



**15. CASTING VOTE**

- 15.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chair or other director chairing the meeting has a casting vote.
- 15.2 Article 11.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chair or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

**16. DIRECTORS' CONFLICTS OF INTEREST**

- 16.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching their duty to avoid conflicts of interest under section 175 of the Act.
- 16.2 Any authorisation under this article 16 shall be effective only if:
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
  - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
  - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 16.3 Any authorisation of a Conflict under this article 16 may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
  - (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
  - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - (e) provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a director of the Company) information that is confidential to a third party, they shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
  - (f) permit the Interested Director to absent themselves from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 16.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 16.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

- 16.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 16.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, 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 of directors) in respect of such existing or proposed transaction or arrangement in which they are 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 existing or proposed transaction or arrangement in which they are interested;
  - (d) may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they 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 they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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 their duty under section 176 of the Act.
- 16.8 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 16.9 Subject to Article 16.10, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair whose ruling in relation to any director other than the chair is to be final and conclusive.
- 16.10 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair, the question is to be decided by a decision of the directors at that meeting, for which purpose the chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

**17. RECORDS OF DECISIONS TO BE KEPT**

- 17.1 The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.
- 17.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

**18. DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

- 18.1 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.

**19. TERMINATION OF DIRECTORSHIP**

- 19.1 A person shall cease to hold office as a director if:
- (a) they cease to be a director by virtue of any provision of the Companies Acts or are prohibited from being a director by law;
  - (b) is absent without leave of the directors from three consecutive director meetings;
  - (c) a bankruptcy order is made against that person;
  - (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - (e) they have been convicted of an indictable offence which is not, or cannot be, spent or they have been convicted of or cautioned for any other offence at any time which in the opinion of the board brings the company into disrepute or which is considered by the board of directors to be incompatible with the role of director and the board of directors resolves (by a two-thirds majority) that they should be removed;
  - (f) they are, and then cease to be, a Member of the Company;
  - (g) their terms of appointment (however titled) with the Company are terminated;
  - (h) 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;
  - (i) notification is received by the Company from the director that the director is resigning from office, and such resignation takes effect in accordance with its terms,

and any person and any director who at any time falls into one of the categories listed above, shall immediately cease to be a director.

**20. DIRECTORS' REMUNERATION**

- 20.1 Directors may undertake any services for the Company that the directors decide.
- 20.2 Directors are entitled to such remuneration as the directors determine—
- (a) for their services to the Company as directors, and
  - (b) for any other service which they undertake for the Company.
- 20.3 Subject to the Articles, a director's remuneration may—
- (a) take any form, and

- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- (c) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (d) 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.

## **21. DIRECTOR'S EXPENSES**

- 21.1 The Company may pay any reasonable expenses which the directors and the secretary properly incur in connection with their attendance at—
- (a) meetings of directors or committees of directors,
  - (b) general meetings, or
  - (c) separate meetings of the holders of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **22. SECRETARY**

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

## **23. DIRECTORS MAY DELEGATE**

- 23.1 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;
  - (f) as they think fit.
- 23.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 23.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **24. COMMITTEES**

- 24.1 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.
- 24.2 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.

## **25. CHANGE OF COMPANY NAME**

- 25.1 The name of the Company may be changed by:
- (a) a decision of the directors; or

- (b) a special resolution of the Members,
- 25.2 or otherwise in accordance with the Act.

## **MEMBERS: BECOMING AND CEASING TO BE A MEMBER**

### **26. MEMBERSHIP**

- 26.1 The Company shall admit to Membership an individual or organisation which:
- (a) applies to the Company using the application process approved by the directors; and
  - (b) is approved by the directors.
- A letter shall be sent to each successful applicant confirming their Membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the secretary.
- 26.2 An applicant for Membership must be proposed by a director and such proposal must be seconded by another director.
- 26.3 The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.
- 26.4 The directors may prescribe criteria for Membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.
- 26.5 The directors may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members.

### **27. TRANSFER AND CESSATION OF MEMBERSHIP**

- 27.1 Subject to article 27.2, Membership of the Company is not transferable.
- 27.2 When a Member dies or becomes bankrupt (if an individual) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company), the Membership shall automatically pass to the personal representatives, trustee in bankruptcy, supervisor, receiver, administrator or administrative receiver (as appropriate).
- 27.3 A Member may withdraw from Membership of the Company by giving 14 days' notice to the Company in writing and any person ceasing to be a Member shall be removed from the Register of Members.

### **28. EXPULSION OF MEMBER**

- 28.1 The directors may terminate the Membership of any Member without their consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:
- (a) has engaged in conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
  - (b) has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
  - (c) has failed to observe the terms of these Articles; or
  - (d) if asked by the directors to do so, has failed to confirm their intention to further the Company's object as set out in article 2 within 28 days of the directors' request.

Following such termination, the Member shall be removed from the Register of Members.

- 28.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why their membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member.

## **DECISION MAKING BY MEMBERS**

### **29. MEMBERS' RESERVE POWER**

- 29.1 The Members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 29.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

### **30. NOTICE OF GENERAL MEETINGS**

- 30.1 All general meetings shall be called on a minimum of 14 Clear Days' notice.
- 30.2 A general meeting or annual general meeting may be called by shorter notice if it is so agreed by a majority in number of the 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.
- 30.3 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted. It shall also include a statement pursuant to the Act setting out the right of Members to appoint proxies.
- 30.4 The notice shall be given to:
- (a) each Member;
  - (b) each director; and
  - (c) the auditor for the time being of the Company.
- 30.5 Proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

### **31. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 31.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 31.2 A person is able to exercise the right to vote at a general meeting when-
- (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.
- 31.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

- 31.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 31.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

**32. QUORUM FOR GENERAL MEETINGS**

- 32.1 No business shall be transacted at any general meeting unless a quorum is present.
- 32.2 A quorum is:
- (a) **three** Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting; or
  - (b) 50% of the total membership at the time,
- whichever is the lower.
- 32.3 No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

**33. CHAIRING GENERAL MEETINGS**

- 33.1 If the directors have appointed a chair, the chair shall chair general meetings if present and willing to do so.
- 33.2 If the directors have not appointed a chair, or if the chair 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 chair of the meeting must be the first business of the meeting.
- 33.3 The person chairing a meeting in accordance with this article is referred to as "the chair of the meeting".

**34. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

- 34.1 Directors may attend and speak at general meetings, whether or not they are Members.
- 34.2 The chair of the meeting may permit other persons who are not Members of the company to attend and speak at a general meeting.

**35. ADJOURNMENT**

- 35.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.
- 35.2 The chair 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 chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 35.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting
- 35.4 (4) When adjourning a general meeting, the chair of the meeting must—
  - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 35.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)-
  - (a) to the same persons to whom notice of the company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain.
- 35.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

### **36. VOTES OF MEMBERS**

- 36.1 Subject to the Act, at any general meeting:
  - (a) every Member who is present in person (or by proxy) shall on a show of hands have one vote; and
  - (b) every Member present in person (or by proxy) shall on a poll have one vote.

### **37. POLL VOTES**

- 37.1 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.
- 37.2 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.
- 37.3 A demand for a poll may be withdrawn if—
  - (a) the poll has not yet been taken, and
  - (b) the chair of the meeting consents to the withdrawal.
- 37.4 Polls must be taken immediately and in such manner as the chair of the meeting directs

### **38. PROXIES**

- 38.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
  - (a) states the name and address of the Member appointing the proxy;



- (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 38.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 38.3 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.
- 38.4 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.

#### **39. DELIVERY OF PROXY NOTICES**

- 39.1 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.
- 39.2 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.
- 39.3 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.
- 39.4 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.

#### **40. AMENDMENTS TO RESOLUTIONS**

- 40.1 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 chair of the meeting may determine), and
  - (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 40.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chair 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.

#### **41. WRITTEN RESOLUTIONS**

- 41.1 Written resolutions may be passed by the Members in accordance with the Act.

**42. ERRORS AND DISPUTES**

- 42.1 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.
- 42.2 Any such objection must be referred to the chair of the meeting whose decision is final.

**ADMINISTRATIVE ARRANGEMENTS**

**43. MEANS OF COMMUNICATION TO BE USED**

- 43.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
  - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

- 43.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.
- 43.3 A Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.

**44. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

- 44.1 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.

**45. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

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

#### 46. RULES

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

#### 47. INDEMNITY AND INSURANCE

- 47.1 Subject to article 47.2, but without prejudice to any indemnity to which a 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 them as a relevant officer:

- (i) in the actual or purported execution and/or discharge of their duties, or in relation to them;

including (in each case) any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in article 47.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 47.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

- 47.3 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.

- 47.4 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) a **relevant officer** means any director or other officer of the Company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not they are also a director or other officer), to the extent they act in their capacity as auditor).

#### 48. DISPUTES

- 48.1 If a dispute arises between Members of the Company about the validity or propriety of anything done by the Members of 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. The Directors may from time to time set and review procedures for mediation for such disputes.