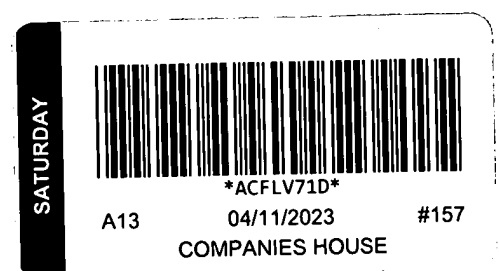


THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
Of
BUSINESS PARTNERSHIP LIMITED (SC094490) (“the Company”)

Adopted by Special Resolution passed on 29 October 2023



INTRODUCTION

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;

Business Day: means any day (other than a Saturday, Sunday or public holiday in Scotland) on which clearing banks in the City of Edinburgh are generally 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;

Electronic Communication: has the same meaning as is assigned to that expression in the Electronic Communications Act 2000;

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 19, any Director whose vote is not to be counted in respect of the particular matter);

Member: means a member of the Company;

Ordinary Resolution: has the meaning given in section 282 of the Act;

Special Resolution: has the meaning given in section 283 of the Act; 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.

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, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 In these Articles, use of any gender includes the other gender.

2. OBJECTS

The objects for which the Company is established are:-

- a) to mobilise private business interests and resources to do anything that can reasonably be done to expand or protect existing employment and promote the creation of new employment, acting in collaboration with the relevant statutory services provided by the local authority and other public authorities to generate income, establish contacts and gain experience which can be used to help the Company to achieve its aims;
- b) to stimulate local business growth by the provision of advice and practical assistance, such advice including, but not restricted to, such matters as marketing, production, staffing and finance;
- c) to provide a comprehensive Human Resources service to businesses and individuals including all aspects of human resources consultancy, covering Employment Law, employee relations, training, mentoring, recruitment of temporary and permanent staff and also to provide graduate and undergraduate placement programmes and school education programmes, with the aim of encouraging young people to acquire business skills;
- d) to work towards the objective of sustainable development by providing advice, information, assistance and other services in relation to environmental management, energy management and waste management, and the doing of all such other things as are incidental or conducive to the attainment of this objective, in order to encourage individuals and businesses and people interested in starting businesses and any other organisation to adopt appropriate practices;
- e) to make contributions (in cash or in kind) to approved local enterprise agencies (within the meaning of s.82 of the Corporation Tax Act 2009, as

amended or re-enacted from time to time) (and irrespective of whether the provision of such support advances the interest of the Company);

- f) to make donations (whether by way of gift aid or otherwise) to any charitable body (and that irrespective of whether the provision of such support advances the interest of the Company); and
- g) to promote the interests of any company which is at the time a subsidiary, the holding company or a subsidiary of any holding company, of the Company, in any manner whatever and in particular by paying or discharging the liabilities of such other company or giving any undertaking to do so, by giving any indemnity or guarantee in respect of such liabilities, by granting any charge in security of any such indemnity or guarantee or in security of the payment of money or performance of obligations by such other company or by transferring any assets to such other company, and in each case either with or without consideration and whether or not any benefit flows to the Company other than the promotion of such interest, to the intent that the promotion of such interests of any such other company shall be an object and not a power of the Company.

3. POWERS

In pursuance of the objects set out in Article 2, the Company has the power:

- a) to carry on any activity which may appropriately be carried on in connection with any of the objects of the Company;
- b) to organise and maintain a network of business advice, expertise and practical assistance from amongst local industry and commerce and to develop and apply local business information for the mutual benefit of businesses within the area;
- c) to identify opportunities for and assist in the organisation and implementation of specific projects which have beneficial job or training effects;
- d) to initiate, promote, conduct, co-ordinate, monitor and/or assist (whether financially or otherwise), projects, initiatives and schemes of all kinds which further any of the objects of the Company;
- e) to 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 objects in any way;
- f) to design, repair, publish and/or distribute information packs, leaflets, books, newsletters, magazines, posters and other publications, audio and video recordings, multi-media products and display materials, and to create and maintain a database or databases;

- g) to provide information, advisory, support and/or consultancy services which further the aims of the Company;
- h) to promote any private Act of Parliament or other authority to enable the Company to carry on its activities, alter its constitution or achieve any other purpose which may promote the Company's interests, and to oppose or object to any application or proceedings which may prejudice the Company's interests;
- i) to communicate and liaise with European, UK, Scottish and local government authorities and agencies, the Scottish Enterprise or its successor, and local enterprise companies, local economic development companies, voluntary sector bodies and others, all with a view to maximising the effectiveness of the Company in pursuing its objectives;
- j) to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to obtain from any such organisation, government or authority any charter, right, privilege or concession;
- k) to manage and apply any funds which may be contributed by sponsors for the promotion of business enterprise;
- l) to assist financially and otherwise by means of loans, with or without interest, on such terms as regards repayment, security or otherwise as are deemed appropriate or by way of grant, any individual, company, firm, undertaking, partnership or co-operative or other group establishing or seeking to establish a new business or enterprise or to expand an existing business or enterprise which will create employment opportunities;
- m) to buy, lease or otherwise acquire and deal with any property and any rights or privileges of any kind over or in respect of any property, 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, which may be advantageous for the purposes of the activities of the Company;
- n) to lend and advance money or give credit to any person on such terms as may seem expedient, with or without security, and to enter into guarantees and contracts of indemnity upon such terms as the Company may approve on behalf of any person;
- o) to 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;
- p) to invest funds not immediately required for the purposes of the Company's activities in such investments and securities (including land in any part of the world) and that in such manner as may from time-to-time be considered advantageous (subject to compliance of any applicable legal requirement) and to dispose of and vary such investments and securities; or 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;

- q) to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferral instruments;
- r) to remunerate any individual in the employment of the Company and to establish, maintain and contribute to any pension or superannuation fund for the benefit of, and to give or procure the giving of any donation, pension, allowance or remuneration to, and to make any payment for or towards the insurance of, any individual who is or was at any time in the employment of the Company and the spouse, widow/widower, relatives and dependents of any such individual; to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person;
- s) to enter into any arrangement for co-operation or mutual assistance of any body, whether incorporated or unincorporated;
- t) to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the Company;
- u) to effect insurance against risks of all kinds;
- v) to promote and support any body, incorporated or unincorporated, formed for the purpose of carrying on any activity which the Company is authorised to carry on, and/or establish joint ventures or amalgamate with any body, incorporated or unincorporated, having objects together or in part similar to those of the Company;
- w) to subscribe for, take, purchase or otherwise acquire and hold shares, stocks, debentures or other interest in any company with which the Company is authorised to amalgamate and to acquire and take over the whole or any part of the undertaking, assets and liabilities of any body, incorporated or unincorporated, with which the Company is authorised to amalgamate;
- x) to transfer all or any part of the undertaking, property and rights of the Company to any body, incorporated or unincorporated, with which the Company is authorised to amalgamate;
- y) to take such steps (by way of personal or written appeals, public meetings or otherwise) as may be deemed expedient to the purpose of procuring contributions to the funds of the Company, whether by way of subscriptions, grants, loans, donations or otherwise;
- z) to carry out any of these objects in any part of the world as principle, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others;

- aa) to undertake and execute any Trusts or any agency business which may seem directly or indirectly conducive to the objects of the Company;
- bb) to enter into contracts to provide services to or on behalf of other bodies;
- cc) to 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; and
- dd) to do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in Article 2.

And it is declared that in this clause where the context so admits, "property" means any property, heritable or moveable, real or personal, wherever situated.

4. NOT FOR DISTRIBUTION

- 4.1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in Article 2.
- 4.2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:
 - (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 Director.

5. WINDING UP

On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members shall not be paid or distributed to such Members but shall be transferred to another body (charitable or otherwise):

- (a) with objects similar to those of the Company; and
- (b) which shall prohibit the distribution of its or their income to its or their Members,

such body to be determined by the Members at the time of winding-up or dissolution.

6. LIABILITY OF MEMBERS

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' POWERS AND RESPONSIBILITIES

7. DIRECTORS' GENERAL AUTHORITY

7.1 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.

8. MEMBERS' RESERVE POWER

- 8.1 The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.
- 8.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

9. DIRECTORS MAY DELEGATE

9.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

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

as they think fit.

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

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

10. DELEGATION TO COMMITTEES AND OFFICE HOLDERS

- 10.1 Further to Article 9, the Directors may delegate any of their powers to any committee consisting of 2 or more Directors and/or to the Chair or Vice-Chair as they consider appropriate.
- 10.2 Committees and office holders to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 10.3 The Directors may make rules of procedure for all or any committees and office holders, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

11. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 11.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 12.
- 11.2 If—
- (a) the Company only has one Director 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.

12. UNANIMOUS DECISIONS

- 12.1 A decision of the Directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 12.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

- 12.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.

13. CALLING A DIRECTORS' MEETING

- 13.1 Any Director may call a Directors' meeting by giving not less than 14 Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the Company Secretary (if any) to give such notice.

- 13.2 Notice of any Directors' meeting must indicate—

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 13.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

- 13.4 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.

- 13.5 It shall not be necessary to give notice of a meeting to a Director whose whereabouts are unknown to the Company at the time when notice of a meeting is to be given to Directors.

- 13.6 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

14. PARTICIPATION IN DIRECTORS' MEETINGS

- 14.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when—

- (a) the meeting has been called and takes place in accordance with the Articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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

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

15. QUORUM FOR DIRECTORS' MEETINGS

- 15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 15.2 Subject to Article 15.3, the quorum for the transaction of business at a meeting of Directors is any 3 Eligible Directors.
- 15.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 19 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (defined in Article 19.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 15.4 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.

16. APPOINTMENT OF OFFICE HOLDERS

- 16.1 The Directors may appoint a Chair and a Vice-Chair from among their number and determine the period for which each is to hold office and on such terms as decided by them from time to time.
- 16.2 The Directors may terminate the Chair and Vice-Chair's appointment at any time.

17. CHAIRING A DIRECTORS' MEETING

- 17.1 The Chair, whom failing the Vice-Chair, shall chair Directors' meetings.
- 17.2 If the Chair or Vice-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 their number to chair it.

18. CASTING VOTE

- 18.1 If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chair, Vice-Chair or other Director chairing the meeting has a casting vote.

- 18.2 Article 18.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chair, Vice-Chair or other Director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

19. DIRECTORS' CONFLICTS OF INTEREST

- 19.1 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 under section 175 of the Act to avoid conflicts of interest.

- 19.2 Any authorisation under this Article 19 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.

- 19.3 Any authorisation of a Conflict under this Article 19 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.

- 19.4 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.
- 19.5 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.
- 19.6 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.

20. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 20.1 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.

20.2 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

20.3 Subject to Article 20.4, 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 of the meeting whose ruling in relation to any Director other than themselves is to be final and conclusive.

20.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair of the meeting, 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.

21. RECORDS OF DECISIONS TO BE KEPT

21.1 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.

21.2 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.

22. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

22.1 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.

APPOINTMENT OF DIRECTORS

23. NUMBER OF DIRECTORS

Unless otherwise determined by Ordinary Resolution, the number of Directors shall not be less than 6 or more than 10.

24. APPOINTMENT OF DIRECTORS

24.1 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.

25. TERMINATION OF DIRECTOR'S APPOINTMENT

25.1 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 Act or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person or their estate are sequestrated;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts or they grant a trust deed (whether or not it becomes protected) for the benefit of their creditors;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- (e) that person is absent (without permission of the Directors) for a period of more than 6 months from meetings of Directors held during that period and the Directors resolve to remove that person from office;
- (f) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- (g) that person is removed from office by Ordinary Resolution as set out in Article 26 below.

25.2 Subject to articles 25.1 and 26.1, each Director shall be entitled to hold office for a maximum of two terms of 4 years ("Tenure"). In exceptional circumstances (where considered by the Board to be appropriate for the business needs of the Company) a Director may serve longer if recommended by the Board and approved by the ordinary resolution of the Members.

26. REMOVAL OF DIRECTORS

- 26.1 The Company may by Ordinary Resolution at a meeting remove a Director before expiration of their period in office, notwithstanding anything in agreement between it and them.
- 26.2 Special notice is required of a resolution to remove a Director under this Article, or to appoint someone instead of a Director so removed at the meeting. A vacancy created by the removal of a Director, under this Article, if not filled at the meeting at which they are removed, may be filled as a casual vacancy.
- 26.3 The Director concerned must receive a copy of the notice of the proposed resolution to remove them, and is entitled to be heard on the resolution at the meeting.
- 26.4 The Director concerned may submit written representations regarding the proposed resolution, and may request that said representations be sent to the Members of the Company as set out in section 169 of the Act.

27. DIRECTORS' REMUNERATION

- 27.1 Directors may undertake any services for the Company that the Directors decide.
- 27.2 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.
- 27.3 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.
- 27.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 27.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

28. DIRECTOR'S EXPENSES

28.1 The Company may pay any reasonable expenses which the Directors and the Company 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 securities of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

29. COMPANY SECRETARY

The Directors may appoint any person who is willing to act as the Company 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.

30. CHANGE OF COMPANY NAME

The name of the Company may be changed by:

- (a) a decision of the Directors; or
- (b) a Special Resolution of the Members,

or otherwise in accordance with the Act.

BECOMING AND CEASING TO BE A MEMBER

31. APPLICATION FOR MEMBERSHIP

31.1 The number of Members of the Company shall not be less than 3 or more than 10.

31.2 With the exception of the initial subscribers, no person shall become a Member unless they have completed an application for membership in a form approved by the Directors from time to time. 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.

31.3 The Directors may at their absolute discretion decline to accept any application for membership and need not give reasons for doing so, but nothing contained in these Articles shall entitle the Directors to discriminate in any way between applicants.

31.4 The Directors may also at their absolute discretion accept any application for membership for a limited period provided that:

- (a) such period is not less than 1 year; and
- (b) the same terms and conditions shall apply to membership for a limited period as apply to the other type of membership.

31.5 The Directors may prescribe criteria for membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.

31.6 The Directors may establish different classes of Members and set out their respective rights and obligations.

32. TERMINATION OF MEMBERSHIP

32.1 A Member may resign from membership of the Company by giving 30 days' notice in writing to a director and paying with said notice, any unpaid membership subscription fees which may be due down to the date of such resignation.

32.2 Membership is not transferable.

32.3 A Member's membership terminates when that person dies.

33. EXPULSION OF MEMBER

33.1 The Directors may, by Special Resolution, terminate the membership of any Member without their consent by giving them written notice if, in the reasonable opinion of the Directors:

- (a) he is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and Directors into disrepute; or
- (b) he has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
- (c) he has failed to observe the terms of these Articles and the Rules (if any).

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

33.2 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.

- 33.3 A Member whose membership is terminated under this Article shall be entitled to a refund of any subscription or membership fee for the unexpired period and shall remain liable to pay to the Company any subscription fee or other sum owed by them.

ORGANISATION OF GENERAL MEETINGS

34. NOTICE OF GENERAL MEETINGS

- 34.1 General meetings shall be called by at least 14 Business Days' notice but a 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 being a majority together holding not less than ninety per cent of the total voting rights at the meeting of all the Members.
- 34.2 The notice shall specify the time and place of the meeting and in the case of special business only the general nature of the business to be transacted.
- 34.3 The notice shall be given to all the Members and to the Directors and auditors.
- 34.4 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

35. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 35.1 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.
- 35.2 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.

- 35.3 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.
- 35.4 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.
- 35.5 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.

36. QUORUM FOR GENERAL MEETINGS

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; save as herein otherwise provided 3 of the Members entitled to receive notice of and vote at meetings present in person or by proxy shall be a quorum.

37. CHAIRING GENERAL MEETINGS

- 37.1 If the Directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so, failing whom the Vice-Chair shall chair general meetings.
- 37.2 If the Directors have not appointed a Chair or Vice-Chair, or if the Chair or Vice-Chair is unwilling or unable 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.

- 37.3 The person chairing a meeting in accordance with this Article is referred to as “the chair of the meeting”.

38. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 38.1 Directors may attend and speak at general meetings.
- 38.2 The chair of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

39. ADJOURNMENT

- 39.1 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.
- 39.2 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.
- 39.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 39.4 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.
- 39.5 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.
- 39.6 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

40. VOTES OF MEMBERS

- 40.1 Subject to Article 40.2, at any general meeting every Member who is present in person (or by proxy) shall on a show of hands have one vote and every Member present in person (or by proxy) shall on a poll have one vote.

40.2 No Member shall, unless the Directors otherwise determine, be entitled to vote at any general meeting unless all monies presently due by them to the Company have been paid.

40.3 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.

41. ERRORS AND DISPUTES

41.1 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.

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

42. POLL VOTES

42.1 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.

42.2 A poll may be demanded by:

- (a) the chair of the meeting;
- (b) the Directors;
- (c) 6 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.

42.3 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,

a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

42.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

43. CONTENT OF PROXY NOTICES

43.1 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 not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting.

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

43.3 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.

43.4 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.

44. DELIVERY OF PROXY NOTICES

44.1 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.

44.2 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.

44.3 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.

44.4 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.

45. AMENDMENTS TO RESOLUTIONS

45.1 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.

45.2 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.

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

ADMINISTRATIVE ARRANGEMENTS

46. MEANS OF COMMUNICATION TO BE USED

46.1 Any notice to be given in pursuance of these Articles shall be given either in writing or by way of an Electronic Communication.

46.2 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.

- 46.3 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.

47. RULES

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.

48. COMPANY SEALS

- 48.1 Any common seal may only be used by the authority of the Directors or a committee authorised on behalf of the Directors.
- 48.2 The Directors may decide by what means and in what form any common seal is to be used.
- 48.3 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.
- 48.4 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.

49. 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.

DIRECTORS' INDEMNITY AND INSURANCE

50. INDEMNITY AND INSURANCE

50.1 Subject to Article 50.2, 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 in the actual or purported execution and/or discharge of their duties, or in relation to them including 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 50.1 (a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

50.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

50.3 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.

50.4 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 or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act).