

Company Number: SC257726

The Companies Acts 1985 to 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM
AND ARTICLES
OF ASSOCIATION

SCOTTISH LAND & ESTATES LIMITED

Incorporated 16 October 2003

Present Articles of Association adopted 20 May 2014 and amended
23 September 2019

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COMPANIES HOUSE



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 257726

The Registrar of Companies for Scotland hereby certifies that under the Companies Act 2006:

**SCOTTISH RURAL PROPERTY & BUSINESS
ASSOCIATION LIMITED**

a company incorporated as private limited by guarantee; having its registered office situated in Scotland; has changed its name to:

SCOTTISH LAND & ESTATES LIMITED

Given at Companies House on 9th June 2011



THE COMPANIES ACTS 1985 to 1989

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION OF

SCOTTISH LAND & ESTATES LIMITED

1. The Company's name is "SCOTTISH LAND & ESTATES LIMITED
2. The Company's registered office is to be situated in Scotland.
3. The Company's objects are:-
 - 3.1 .1 To protect, promote and further the interests of persons who own or manage rural property or land-based businesses in Scotland and to provide a national voice for such persons, to demonstrate the wider benefits to the community and the Scottish economy flowing from the work of the members and to promote best practice in business and in land and property management.
 - 3.1.2 To carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
 - 3.2 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - 3.3 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any trade marks, patents, copyrights, trade secrets, or other intellectual property rights, licences, secret processes, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
 - 3.4 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with,

or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

3.5 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

3.6 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

3.7 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

3.8 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

3.9 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

3.10 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

3.11 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions

which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

3.12 To subscribe for, take, purchase, 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 other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

3.13 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

3.14 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

3.15 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

3.16 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

3.17 To remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient.

3.18 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.

3.19 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary,

holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance including insurance for any director, officer or auditor against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law); and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company.

3.20 To procure the Company to be registered or recognised in any part of the world.

3.21 To take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Company.

3.22 To take such steps by personal or written appeals, public meetings or otherwise for the purposes of procuring contributions to the funds of the Company by way of donations, subscriptions or otherwise.

3.23 To print and publish or produce in electronic form any newspapers, periodicals, books or leaflets that the Company may think desirable for the promotion of its objects.

3.24 To fund or otherwise assist any member or group of members in the commencing or defending of any legal proceedings in whatever form of significant interest to members or a group of members of the Company.

3.25 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

3.26 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

3.27 AND so that:-

3.27.1 None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.

3.27.2 None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified

in each sub-clause of this clause as though each such sub-clause contained the objects of a separate Company.

3.27.3 The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

3.27.4 In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the members is limited.

5. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

6. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:-

6.1 of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;

6.2 of interest on money lent by any member of the Company at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the directors;

6.3 of reasonable and proper rent for premises demised or let by any member of the Company;

6.4 of fees, remuneration or other benefit in money or moneys worth to any company of which a member may also be a member holding not more than 1% of the issued share capital of that company;

6.5 to any director of out-of-pocket expenses;

6.6 of any premium in respect of any such insurance as is permitted by the Memorandum of Association of the Company.

7. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of clause 6 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

SCOTTISH LAND & ESTATES LIMITED

Preliminary

- 1.1 The Regulations of Table A as set forth in The Companies (Tables A to F) Regulations 1985 as amended shall not apply to the Company named above (hereinafter called "the Company") but the articles hereinafter set forth as may be amended from time to time ("the Articles") shall constitute the articles of association of the Company.
- 1.2 The Articles are deemed to be delivered and completed at the same time as incorporation, or adoption of the Articles by special resolution, of the Company as the case may be, and the members for the time being are deemed to be bound accordingly by the Articles and acknowledge the effect under section 14 of the Companies Act 1985 as to the memorandum and Articles of association of the Company.

2 Interpretation

2.1 In these Articles the following words shall bear the meanings set opposite them:

"the Act" means the Companies Act 1985 and the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

"Region" shall have the meaning given in Article 9 hereof:

"the Board" means the Board of directors of the Company, acting collectively

"the Articles" means the articles of association of the Company.

"Memorandum" means the memorandum of association of the Company;

"Objects" means the objects of the Company as set out in the Memorandum from time to time:

"Communication" means the same as in the Electronic Communications Act 2000.

"Electronic Communication" means the same as in the Electronic Communications Act 2000.

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect:

"executed" includes any mode of execution;

"office" means the registered office of the Company;

"the seal" means the common seal of the Company;

"secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

"the United Kingdom" means Great Britain and Northern Ireland:

"the Members Support Fund" means the account used to fund or otherwise assist any member or group of members in the commencing or defending of any legal proceedings as set out in the Memorandum

- 2.2 Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company. Expressions referring to writing include references to printing, fax; e-mail and other methods of representing or reproducing words in a visible form.

2.3 References in these Articles to 'he' and 'him' include male and female individuals and corporate entities.

3 Admission of Members

3.1 The Company must keep a register of members as required by the Act. The members are:

3.1.1 the subscribers to the Memorandum and Articles of Association;

3.1.2 individuals or organisations who apply for admission, are admitted as members by the Board, and (if stated in the application for membership) pay a subscription.

3.2 Every application for membership must be in a form approved by the Board, and in particular the Board may request (on an application form, renewal notice or otherwise) any information it considers from time to time relevant from any applicant or member renewing his subscription.

3.3 At the next meeting of the Board (or of any committee of the Board established for the purposes of considering applications for admission) after the receipt for any application for membership, the application must be considered by the Board (or committee) who must decide whether to admit or reject the applicant. The Board shall be entitled in its sole discretion to refuse any application for membership and to refuse to accept any renewal subscription from any member. The directors are not required to give reasons for their decision.

3.4 The Board shall from time to time designate categories of membership and shall determine the benefits and services available to, and subscription charges applicable to, members in each category. The determination of the Board as to the category or class of membership into which any member falls shall be conclusive. The membership of a member is, unless otherwise agreed, attributed to the Region corresponding to the situation of the land or the business (or of the principal part of the land or the business) in which the member is interested. A Member may apply in writing to the Board to be allocated to a different region and the Board shall have absolute discretion to approve or decline such an application and, if approved, to determine the date at which it takes effect.

3.5 The Company is not bound to recognise more than three individuals jointly in a single membership. Where joint Members are recognised they may nominate one of their number to represent their interests and the nominee is then treated in every respect as a sole member. In the absence of nomination the Company treats in every respect as a sole member the first named in the Company's Register of Members of the joint membership.

3.6 Where a Member is a corporation, firm or Other unincorporated body it may nominate an individual to represent its interests in the Company and the nominee is then treated in every respect as a sole Member. In the absence of nomination the Member is entitled to the benefits of membership but is not eligible for election to office or to any committee or other institution of the Company and is entitled to vote at general meetings only by proxy.

3.7 The Company is not bound to recognise any trust but may at the request of the trustees of any settlement recognise their membership by reference to the name or a description of the settlement and treat the membership as continuing despite any change in the trustees. Where the membership of a trust is recognised the trustees may nominate an individual to represent their interests in the Company and the nominee is then treated in every respect as a sole Member. Nomination ends with the death of the nominee and may be rescinded by the Member. In the absence of nomination the Member is entitled to the benefits of membership but is not eligible for election to office or to any committee or other institution of the Company and is entitled to vote at general meetings only by proxy.

4 Cessation of Membership

4.1 A member will cease to be a member:

4.1.1 If he resigns by giving written notice to the Company:

4.1.2 if an individual, upon death, or if he becomes of unsound mind, or is convicted of any indictable offence for which he is sentenced to a term of imprisonment:

- 4.1.3 if any subscription or membership fee due to the Company remains outstanding for more than three months (or such other period as the Board may from time to time determine), the Board has issued a written reminder to the member to pay the outstanding subscription or membership fee and allowed reasonable time for the member to respond, and in the absence of a response the Board considers that the member should cease to be a member;

If he is removed from the membership in accordance with any rule established from time to time pursuant to Article 22; or

4.1.5 If his subscription renewal is rejected by the Board.

- 4.2 No member is entitled to any refund of subscription or membership fee on ceasing to be a member for any reason.
- 4.3 Should a member who is also a member of a regional or any other committee of the Company cease to be a member of the Company for whatever reason they shall immediately resign from membership of any such committee.
- 4.4 On the death of a member, his first-named personal representative shall be recognised. A personal representative so recognised shall be entitled, with the approval of the Board, to apply for membership of the Company himself at the next opportunity to do so.

5 General meetings

- 5.1 The Company shall hold an annual general meeting (AGM) in each year in addition to any other meetings held in that year. The interval between the date of one AGM and the date of the next must not be more than 15 months. The Board shall be responsible for selecting the date, time and place of the AGM and notifying the Members.
- 5.2 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 5.3 The Board may call general meetings at any time and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than seven weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

6 Notice of General Meetings

- 6.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
- 6.1.1 in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
- 6.1.2 in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the members.
- 6.2 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. The text of all special, extraordinary and elective resolutions to be proposed at the meeting shall be set out in the notice. The notice shall be given to all members and to the directors and auditors.
- 6.3 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 at that meeting.

7 Proceedings at General Meetings

- 7.1 No business shall be transacted at any meeting unless a quorum is present. Twenty five members present in person or by proxy and entitled to vote upon the business to be transacted shall be a quorum.
- 7.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine.
- 7.3 The chairman of the Board or in his absence the deputy chairman or some Other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor the deputy chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
- 7.4 If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
- 7.5 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
- 7.6 The chairmen may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, notice must be given as in the case of the original meeting at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 7.7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- 7.7.1 by the chairman; or
- 7.7.2 by at least ten members having the right to vote at the meeting
- and a demand by a person as proxy for a member shall be the same as a demand by the member.
- 7.8 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 7.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 7.10 A poll shall be taken as the chairman directs. He may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 7.11 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 7.12 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

- 7.13 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 7.14 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

Ordinary business at general meetings

7 15 The ordinary business of an annual general meeting is to:

- 7.15.1 Receive the annual report and accounts of the Company;
- 7.15.2 Appoint or re-appoint an auditor and authorise the directors to fix the remuneration of the auditor:
- 7.15.3 Appoint or re-appoint a person or persons to the Board
- 7.15.4 Approve any remuneration to be paid to the non-executive directors:
- 7.15.5 Transact any other business which the directors deem should be considered by the Company in a general meeting.

8 Votes of Members

- 8.1 Every member of the Company whose name IS entered in the Company's register of members, who owes no sums to the Company whether by way of unpaid subscription monies or otherwise, and who in accordance with Article 3.4 the Board directs is eligible to vote, shall have one vote at every general meeting.
- 8.2 Notwithstanding the provisions of Article 8.1. the Board may designate a class or classes of membership (to be called "Associate Members", "Supporters", or otherwise as the Board may determine) as non-voting, and any member in such a class shall not be eligible to vote at a general meeting of the Company or otherwise.
- 8.3 A resolution proposed at any general meeting will be approved if at least one half of the votes cast at the meeting are in favour of the resolution, except where the Act or these Articles prescribes a different majority.

A member in respect of whom an order has been made by any court having jurisdiction (whether in fre United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll. by his receiver. curator bonis, guardian or other person authorised in that behalf appointed by that court. and any such receiver, curator bonis, guardian or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office. or at such offer place as is specified in accordance with the Articles for the deposit of instruments Of proxy. 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 default the right to vote shall not be exercisable.

- 8.4 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered. and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 8.5 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be In the form set out in Regulation 60 of Table A of the Companies Act 1985 (Tables A F) Regulations (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve).
- 8.6 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the form set out in Regulation 61 of Table A of the Companies

Act 1985 (Tables A — F) Regulations (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):

.7The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notari ally or in some other way approved by the directors may:

8.7.1 in the case or an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time (or holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

in the case of an appointment contained in an electronic communication. where an address has been specified for the purpose of receiving electronic communications:-

(i) in the notice convening the meeting; or

(ii) in any instrument of proxy sent out by the Company in relation to the meeting; or

(iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

8.7.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll: or

8.7.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

In this Article and the next, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.

8.8 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company:

at the office or at such other place at which the instrument of proxy was duly deposited; or

i)where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received,

before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

9 Regions and Regional Meetings

9.1 The Board may from time to time define certain geographical areas as Regions. Any change in the number or extent of the Regions shall be communicated by the Board to the Members. A committee may be established in each Region to conduct the business of the Company in that Region in accordance with such duties, functions and powers as are delegated to it by the Board (and, for the avoidance of doubt, Regions and regional committees may be established or abolished by the Board in exercise of its powers hereunder).

10 Directors

10.1 Unless otherwise determined by ordinary resolution, the minimum number of directors shall be six and the maximum number shall be ten.

10.2 The majority of the Board shall be made up of non-executive directors.

11 Alternate directors

11.1 Directors may not appoint alternate directors.

12 Powers of Directors

12.1 Subject to the provisions of the Act, the memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the memorandum or Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the Articles and a meeting Of directors at which a quorum is present may exercise all powers exercisable by the directors,

12.2 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

13 Delegation of directors' powers

13.1 The directors may delegate any of their powers to any sub-committee of the Board (which must include at least one director). They may also delegate to any director holding any executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying.

14 Appointment and retirement of directors

14.1 No person shall be appointed or reappointed a director at any general meeting unless; (a) he is recommended by the directors: or (b) not less than fourteen days nor more than thirty-five clear days before the date appointed for the meeting, notice executed by not less than ten members qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would. If he were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed. At a general meeting at which persons are to be proposed for appointment to the Board, those persons recommended by the directors for appointment or reappointment shall take priority and the appointment of any other persons (who shall be proposed in the order in which written notice of an intention to propose them was received by the Company, which order shall be determined, in the event of any uncertainty, by the Chairman) shall be subject to any maximum limit on the number of directors imposed by these Articles or otherwise.

14.2 Not less than seven nor more than twenty eight clear days before the date appointed for holding a general meeting notice shall be given (o all who are entitled to receive notice Of the meeting of any person who is recommended by the directors for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the company of the intention to propose him at the meeting for appointment or reappointment as a director. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors.

- 14.3 At each annual general meeting one third (or the number nearest to one third) of the directors then in Office must retire. The directors to retire by rotation are those who have been longest in office since their last appointment or reappointment: but as between directors who were last appointed or reappointed on the same day, the Board must draw lots to determine who is to retire, unless the directors in question agree the order of retirement among themselves. A director who retires by rotation is eligible for reappointment if he is willing to continue.
- 14.4 The Board may co-opt such further directors as it thinks fit, provided that the number of directors co-opted by the Board must be less than the number appointed by the members of the Company in general meeting. Co-optees appointed in accordance with this Article 14.4 shall serve until the next Annual General Meeting of the Company, when they shall be required to resign with effect from the end of the meeting. Co-optees resigning in accordance with this Article shall be eligible for re-appointment to the Board. They will not be taken into account in determining the directors who are to retire by rotation at that meeting.
- 14.5 If at the meeting at which a director retires by rotation the vacancy left by his retirement is not filled, the retiring director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the director is put to the meeting and lost. Where more than one director has retired by rotation, and the number of vacancies left unfilled is fewer than the directors who have so
- retired, the retiring directors who are deemed to be reappointed to fill those vacancies shall (subject to the retiring directors being willing to act) be determined by the directors remaining in office.
- 14.6 Any director appointed at a general meeting shall take up his office from the conclusion of the meeting at which he was so appointed.
- 15 Disqualification and removal of directors
- 15.1 The office of a director shall be vacated if the director:
- 15.1.1 ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
 - 15.1.2 becomes bankrupt or makes any arrangement or composition with his creditors generally; or becomes of unsound mind, or is convicted of an indictable offence for which he is sentenced to a term of Imprisonment.
 - 15.1.3 resigns his office by notice to the Company;
 - 15.1.4 shall have been absent without permission of the directors from three consecutive meetings of the Board and the directors resolve that his office be vacated;
 - 15.1.5 being a member and also director appointed by the members of the Company in general meeting, ceases to be a member; or
 - 15.1.6 also being an employee of the Company, ceases to be an employee for any reason.
- 16 Remuneration of directors
- 16.1 A Remuneration Committee comprising exclusively non-executive directors shall make recommendations to the Board on executive directors' remuneration.
- 17 Directors' expenses
- 17.1 The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

18 Directors' appointments and interests

18.1 Subject to the provisions of the Act, the directors may appoint one or more persons to the office of Chief Executive Officer ("CEO") or to any other executive office under the Company and may enter into an agreement or arrangement with any such person for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such person for his services as they think fit. Any appointment of a person to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the Company. Should a director also holding a contract of employment with the Company cease (for whatever reason) to be an employee, the provisions of Article 15.1.6 shall apply. A director holding any executive office shall not be subject to retirement by rotation and Articles 14.1 and 14.2 shall not apply.

18.2 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material interest or his, a director notwithstanding his office:

18.2.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested:

18.2.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

18.2.3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

18.3 For the purposes of Article 18.2:

18.3.1 a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and

18.3.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

19 Directors' gratuities and pensions

19.1 The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member or his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

20 Proceedings of directors

20.1 Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. A director may at any time, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom, other than by way of sending a notice to his usual address in the United Kingdom. Matters arising at a meeting shall be decided by a majority of votes, except in the case of alteration to the Rules, which is subject to the provisions of Article 22.3. In the case of an equality of votes, the chairman shall have a second or casting vote.

20.2 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be three. The majority shall be non-executive directors.

- 20.3 The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for (he purpose or filling vacancies or Of calling a general meeting,
- 20.4 The directors shall appoint one of their number to be the chairman of the Board of directors. and one of their number to be his deputy. The chairman and his deputy shall serve for a period of three years, unless otherwise decided by the Board which may at any time remove him from that office. For the avoidance of doubt, the Chairman and his deputy shall resign should they cease to hold the office of director. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. If the Chairman (or director holding the office of Chairman) is unwilling to preside or is not present within five minutes, after the time appointed for the meeting. the deputy chairman shall preside at the meeting. If neither the chairman nor the deputy chairman are present or willing to preside. the directors present may appoint one of their number to be chairman of the meeting.
- 20.5 All acts done by a meeting of directors, or of a committee of directors, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office. or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 20.6 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting Of directors or (as the case may be) a committee of directors duly convened and held and may consist or several documents in the like form each signed by one or more directors.
- 20.7 Save as otherwise provided by the Articles, a director shall not vote at a meeting of directors or or a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:
- 20.7.1 the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any Of its subsidiaries:
- 20.7.2 the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee of indemnity or by the giving of security;
- 20.7.3 his interest arises by virtue of his subscribing or agreeing to subscribe for any, debentures of the Company or any of its subsidiaries. or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such debentures by the Company or any of its subsidiaries for subscription, purchase or exchange;
- 20.7.4 the resolution relates in any way to a retirement benefits scheme which has been approved. or is conditional upon approval, by the Board of Inland Revenue for taxation purposes.
- For the purposes of this regulation. an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company). connected with a director shall be treated as an interest of the director.
- 20.8 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled 10 vote.
- 20.9 The Company may by ordinary resolution suspend or relax to any extent either generally or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
- 20.10 Where proposals are under consideration concerning the appointment of two or more directors to office or employment with the Company or any body corporate in which the Company is interested the proposals

may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

- 20.11 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

21 Authority of directors to authorise conflict situations

- 21.1 For the purposes of section 175 of the Companies Act 2006, the directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

21.2 Authorisation of a matter under this Article shall be effective only if:

21.2.1 the matter in question shall have been proposed in writing for consideration at a meeting of the directors, in accordance with the Board's normal procedures or in such other manner as the directors may approve:

21.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested director (together Interested Directors); and

21.2.3 the matter was agreed to and authorisation granted without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.

- 21.3 Any authorisation of a matter pursuant to this Article shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.

- 21.4 Any authorisation of a matter under this Article shall be subject to such conditions or limitations as the directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the directors at any time. A director shall comply with any obligations imposed on him by the directors pursuant to any such authorisation.

- 21.5 A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the directors under this Article or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation). Any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

22 Rules

- 22.1 Subject to Article 22.3 the directors may make, amend, revoke and replace such rules from time to time as they think fit, provided always that the Articles shall prevail in the case of any inconsistency with any such rules and the same shall not be or be deemed to be included in or form part of the Articles.

22.2 The directors may, in particular, make rules governing:

22.2.1 The definition of the Regions, including their number and extent, and any business properly to be carried out by them:

22.2.2 The establishment and operation of policy or other committees:

22.2.3 Admission and removal of members:

22.2.4 Provisions relating to and establishment of categories of membership;

- 22.2.5 Membership fees, subscriptions and levies;
 - 22.2.6 Entitlements of members to benefits and services; and
 - 22.2.7 Any other matters required from time to time for the effective operation of the Company or the furtherance of the Objects.
- 22.3 Any making, amendment, revocation, alteration or replacement of the Rules must be voted on by the Board and passed by a majority of not less than three-fourths of all directors who are appointed to the Board at the time of such vote taking place and are eligible to vote.
- 22A The Members' Support Fund**
- 22A.1 The Board shall at its discretion consider any application for funding from the Members' Support Fund by any Member or group of Members in the commencing or defending of any legal proceedings;
- 22A.2 In considering such application the Board will consider the recommendation of the Senior Management Team of the Company, which advice shall include reference *inter alia* to:
- (i) the legal merit of the case presented and in the case of an appeal, any previous decision;
 - (ii) the extent to which the case has significance for Members generally;
 - (iii) the prospects of success of any legal proceedings;
 - (iv) the estimated costs and timescale of the legal proceedings;
 - (v) any potential for claims or costs against the Company as a result of financial contribution towards legal proceedings;
 - (vi) the policy context, including media and political profile; and
 - (vii) where already instructed or engaged, the agents acting on behalf of the Member or Group of Members.
- 22A.3 The Board shall consider the level of funds available in the Members' Support Fund at the time of the Member or group of Members' request and any other current or future work which may require support from the Members' Support Fund.
- 22A.4 The Board shall at its sole discretion decide the level of funding from the Members' Support Fund, including any financial cap on contribution and may impose conditions attached to any funding agreed including (where appropriate) but not limited to the following:
- (i) disclosure to the Company of all legal advice relevant to the legal proceedings;
 - (ii) no public communications, broadcast or social media statements or press releases regarding the funding by the Member or Group of Members or their agents without the express prior written approval of the Board; and
 - (iii) that the funding is a contribution to only the Member or Group of Members' own costs and not those of any other party to the legal proceedings.
- 22A.5 The decision of the Board is final and will be communicated to the Member or group of Members within one week of determination.
- 22A.6 Where previously refused the Board shall only reconsider an application by a Member or Group of Members for funding from the Members' Support Fund if there has been a material change in circumstance or substantial new information provided to the Board.

23 Secretary

- 23.1 Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, et such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

24 Minutes

- 24.1 The directors shall cause minutes to be made in books kept (or the purpose:

24.1.1 of all appointments of officers made by the directors: and

24.1.2 of all proceedings at meetings of the Company and of the directors, and of committees of directors, including the names of the directors and members present at each such meeting.

25 The seal

- 25.1 The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director

26 Accounts

- 26.1 Accounts shall be audited and laid before Members in general meeting no later than ten months after the end of the financial period to which they relate. At a meeting at which accounts are laid before them members shall appoint a firm of registered auditors or an individual registered auditor to hold office from the conclusion of the meeting until the conclusion of the next meeting at which accounts are laid before members. The Board may act to fill a casual vacancy in the office of auditor and to appoint the Company's first auditor.

- 26.2 Funds of the Company may be invested as the directors think fit. The directors may establish reserve funds for general or particular purposes and specify how they shall be conducted.

- 26.3 No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the directors or by ordinary resolution of the Company.

27 Notices

- 27.1 Any notice or other document to be given to or by any person pursuant to the Articles or otherwise (other than a notice calling a meeting of the directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice.

In this Article 27, "address". in relation to electronic communications, includes any number or address used for the purposes of such communications.

The Company may give any notice or any other document to a member either (j) personally; or (ji) by sending it by post in a prepaid envelope addressed to the member at his registered address: or (iii) by leaving it at that address: or (iv) by giving it using electronic communications (including without limitation electronic mail) to an address for the time being notified 10 the Company by the member, or (v) by making it available on a website, the address of which shall be notified to (he member using one of the methods listed at (i) to (iv). In the case of joint members, all notices shall be given to the joint member whose name stands first in the register of members in respect of the joint membership and notice so given shall be sufficient notice to all the joint members. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at

which notices may be given to him, or an address to which notices may be sent using electronic communication, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

27.2 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

27.3 Proof that an envelope containing a notice or other document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or document was given. Proof that a notice or other document contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. If a notice or other document is sent by a website, it is treated as being delivered when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was on the website. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, on the day it was sent.

27.4 Subject to the prior agreement of the Chairman and the availability of appropriate equipment and facilities a member entitled to attend and vote at a meeting may participate by means of a telephone conference or other facility enabling all people participating in the meeting to hear each other. Participation in a meeting in this manner is taken to be presence in person at the meeting. The member is reckoned in a quorum and in the event of a vote taking place on a show of hands, he communicates his vote orally (or otherwise, so long as the intention of the member can be clearly ascertained) to the Chairman. The Chairman may impose a limit on the number of members who may participate without being physically present.

27.5 A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the Articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

28 Indemnity

28.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

28.2 Subject to the Act, the Company may purchase and maintain for any director or for any officer or employee of the Company, insurance cover against any liability which may attach to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, and against all costs, charges, losses, expenses and liabilities incurred by him and for which he is entitled to be indemnified by the Company under this Article 28.

29 Basis of Services to Members and Limitation of Liability

29.1 The Company (which for the avoidance of doubt includes the Directors, any appointees to committees or subcommittees, its employees and consultants) will use its reasonable skill and care in providing outline advice to the members. The Company will not normally be in possession of all relevant information from the member and the members agree that such advice is not intended to be relied on by them in making (or refraining from making) any specific decisions. The Company accepts no liability for any advice given or information provided.

30 **Transitory provisions**

30.1 **Notwithstanding any other provisions of these Articles:-**

30.1.1 **The provisions of Article 14. l(b), concerning the proposal of a person for appointment as a director shall not apply with respect to the general meeting at which these Articles are adopted: and**

30.1.2 **No director who holds office as such prior to and at the date of adoption of these Articles shall be required to retire by rotation under Article 14.3 before the expiry of the term for which he was appointed as a director of the Company under the Company's previous articles of association or otherwise.**