

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 7872107

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

IDTA-INTERNATIONAL DIAMONDS TRADERS ASSOCIATION LTD

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 6th December 2011



\*N07872107J\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



**Companies House**  
— for the record —

# IN01(ef)

## Application to register a company

Received for filing in Electronic Format on the: 05/12/2011



XJBNHZTN

*Company Name in full:* **IDTA-INTERNATIONAL DIAMONDS TRADERS ASSOCIATION LTD**

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

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

*Proposed Register Office Address:* **145-157 ST JOHN STREET  
LONDON  
ENGLAND  
EC1V 4PW**

*I wish to adopt entirely bespoke articles*

## Proposed Officers

### *Company Secretary 1*

*Type:* **Person**

*Full forename(s):* **MR MARIO UMBERTO**

*Surname:* **TRAMONTANO**

*Former names:*

*Service Address:* **10 SIDNEY HOUSE ROYAL HERBERT PAVILIONS  
GILBERT CLOSE  
LONDON  
UNITED KINGDOM  
SE18 4PP**

*Consented to Act:* **Y**      *Date authorised:* **06/12/2011**      *Authenticated:* **YES**

*Company Director*    ***I***

*Type:*                      **Person**

*Full forename(s):*        **IAN**

*Surname:*                **TAYLOR**

*Former names:*

*Service Address:*        **4 VICTORIA DRIVE  
QUEENSLAND  
AUSTRALIA  
4211**

*Country/State Usually Resident:*    **AUSTRALIA**

*Date of Birth:*    **18/05/1977**                      *Nationality:*    **NEW ZELAND**

*Occupation:*    **COMPANY DIRECTOR**

*Consented to Act:*    **Y**                      *Date authorised:*    **06/12/2011**                      *Authenticated:*    **YES**

*Company Director* 2

*Type:* **Corporate**

*Name:* **WESTCO DIRECTORS LTD**

*Registered or  
Principal Office  
Address:* **145-157 ST. JOHN STREET  
LONDON  
UNITED KINGDOM  
EC1V 4PW**

*European Economic Area (EEA) Company*

*Register Location:* **UK**

*Registration Number:* **4663648**

*Consented to Act:* **Y**      *Date authorised:* **06/12/2011**      *Authenticated:* **YES**

## Statement of Guarantee

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

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

*Name:* MARIO UMBERTO TRAMONTANO

*Address:* 10 SIDNEY HOUSE ROYAL HERBERT  
PAVILIONS  
GILBERT CLOSE  
LONDON  
UNITED KINGDOM  
SE18 4PP

*Amount Guaranteed:* 1

*Name:* GIACOMO CARAPELLOTTI

*Address:* 23/A VIA CRESPI  
CAPRIATE S.G.  
BERGAMO  
ITALY  
24042

*Amount Guaranteed:* 1

*Name:* ALBERTO MINOLA

*Address:* 23/A VIA CRESPI  
CAPRIATE S.G.  
BERGAMO  
ITALY  
24042

*Amount Guaranteed:* 1

## Statement of Compliance

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

*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:* **COMPANIES MADE SIMPLE LTD**

*Agent's Address:* **145 - 157  
ST. JOHN STREET  
LONDON  
ENGLAND  
EC1V 4PY**

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## *Authorisation*

*Authoriser Designation:* **agent**

*Authenticated:* **Yes**

*Agent's Name:* **COMPANIES MADE SIMPLE LTD**

*Agent's Address:* **145 - 157  
ST. JOHN STREET  
LONDON  
ENGLAND  
EC1V 4PY**

**IDTA – International Diamonds Traders  
Association LTD**

**ARTICLES OF ASSOCIATION**

**COMPANIES ACT 2006**

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

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**The Companies Act 2006**

**IDTA – International Diamonds Traders Association LTD  
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## 1. Interpretation

1.1 In the Memorandum and in these Articles the following words and phrases have the meanings shown:

<b>'The Act'</b>	the Companies Act 2006
<b>'AGM'</b>	an annual general meeting of the Company
<b>'these Articles'</b>	these articles of association
<b>'the Association'</b>	the unincorporated association named "Republic Campaign Association" as constituted on Saturday 31st October 2009
<b>'Chair'</b>	the Chair of the Directors
<b>'the Company'</b>	the company governed by these Articles
<b>'clear day'</b>	24 hours from midnight following the relevant event
<b>'Director'</b>	a Director of the Company and 'Directors' means all of the directors
<b>'EGM'</b>	an extraordinary general meeting of the Company
<b>'material benefit'</b>	a benefit which may not be financial but has a monetary value
<b>'Member'</b>	a Member of the Company
<b>'Membership'</b>	Membership of the Company
<b>'Memorandum'</b>	the Company's Memorandum of Association
<b>'month'</b>	calendar month
<b>'the Objects'</b>	the Objects of the Company as defined in clause 3 of the Memorandum
<b>'Secretary'</b>	the Secretary of the Company
<b>'written' or 'in writing'</b>	a legible document on paper not including a fax message
<b>'year'</b>	calendar year

1.2 In the Memorandum and in these Articles

1.2.1 expressions defined in the Act have the same meaning

1.2.2 references to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

1.2.3 where the context allows, words denoting the singular shall include the plural and vice versa

## **2. Name**

The name of the company is: **IDTA – International Diamonds Traders Association LTD ('the Company')**

## **3. Registered office**

The registered office of the Company is to be in England and Wales.

## **4. Objects**

The primary objects (**'the Objects'**) of the Company is to provide a service by: improving the ethical considerations in the diamonds trading industry; share information; educate and encourage newcomers to join and participate in the activities of the Company; provide human rights training for members. The activities of the Company shall be held and maintained in the spirit of these purposes.

## **5. Powers**

The Company has power to do all or any of the following things :

- 5.1 To carry on any legal activity which promotes the Objects.
- 5.2 To acquire or hire property or assets of any kind.
- 5.3 To let or dispose of property or assets of any kind.
- 5.4 To borrow money and give security for loans.
- 5.5 To deposit or invest funds in any manner.
- 5.6 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company in relation to its activities.
- 5.7 To employ paid or unpaid agents, staff or advisers, and to pay or provide for pensions for the benefit of any employees or their dependents
- 5.8 To enter into contracts to provide services to or on behalf of other bodies
- 5.9 To establish subsidiary companies to assist or act as agents for the Company, and to enter into partnerships, joint ventures or other arrangements with other bodies
- 5.10 To pay the costs of forming the Company

5.11 To do anything else within the law which promotes or helps to promote the Object or the interests of the Company

## **6. Limited Liability**

The liability of Members is limited

## **7. Not for private profit**

The property and funds of the Company must be used only for promoting the Objects and do not belong to the members of the Company

## **8. Guarantee**

Every Member promises, if the Company is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Company while the contributor was a Member

## **9. Dissolution**

9.1 If the Company is dissolved the assets (if any) remaining after provision has been made for all of its liabilities must be applied in one or more of the following ways:

9.1.1 by transfer to one or more other bodies established for purposes within, the same as or similar to the Objects

9.1.2 directly for the Objects or for purposes within or similar to the Objects

## **10.Membership**

10.1 The number of Members with which the Company proposes to be registered is unlimited

10.2 The Company must maintain a register of Members

10.3 Membership of the Company is open to any individual who shared the Objects of the company

10.4 Membership is terminated if the Member concerned:

10.4.1 gives notice of resignation to the Company;

10.4.2 dies; or

10.4.3 fails to pay his/her annual membership dues when required: or

10.4.4 if in the judgment of the majority of the members, the member no longer supports the best interests of the Association

10.5 Membership of the Company is not transferable

## **11. General meetings**

11.1 All Members are entitled to attend general meetings. Unless otherwise stated in these Articles or agreed in writing by all Members entitled to vote, a general meeting is called on at least clear 21 days written notice specifying the business to be discussed

11.2 There is a quorum at a general meeting if not less than 30% of the Members are present

11.3 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast

11.4 Each Member has one vote on each issue. Members may vote in person at a meeting, but if the Directors decide that voting by post will be allowed on a particular issue, Members may vote in person at the meeting or by post in accordance with a procedure which must be set for this purpose by the Directors

11.5 In every year at a date not later than 30 November the Company must hold an AGM which all Members are entitled to attend. At least 60 days notice of the AGM must be given.

11.6 At an AGM the Members:

11.6.1 receive the accounts of the Company for the previous financial year

11.6.2 receive the Directors' report on the Company's activities since the previous AGM

11.6.3 accept the retirement of those Directors who wish to retire or who are retiring by rotation

11.6.4 elect persons to be Directors to fill the vacancies arising

11.6.5 appoint an appropriate person to certify the accounts of the Company

11.7 Any general meeting which is not an AGM is an EGM

## **12. The Directors**

12.1 The Directors have control of the company and its property and funds

12.2 The Directors when complete consist of at least six and not more than eighteen individuals, all of whom must be Members - plus the Executive Officer (where there is one) who is an ex officio Director for the duration of his/her employment

12.3 Every Director must sign a declaration of willingness to act as a Director of the Company before he or she is eligible to vote at any meeting of the Directors

12.4 One third (or the number nearest one third) of the Directors (not counting the Executive Officer) must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.

12.5 A Director's term of office automatically terminates if he or she:

12.5.1 is mentally incapable of managing his or her own affairs

12.5.2. resigns by written notice to the Directors (but only if at least two Directors will remain in office)

12.5.3 is absent from three out of any four consecutive meetings of the Directors (but the Directors may at their sole discretion decide that this Article 3.5.3 shall not apply)

12.5.4 ceases to be a member of the Executive Committee of the Association

12.5.5 is removed by resolution passed by at least seventy-five per cent of the Directors present and voting at a meeting of the Directors after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views (but so that if the Director concerned does not attend after receiving due notice of the meeting the Directors may pass a resolution under this Article in his or her absence).

Provided that this Article 3.5 shall not apply to the Executive Officer, who will be subject to a contract of employment and to employment law

12.6 The Directors may at any time co-opt any person duly qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director, but a co-opted Director holds office only until the next AGM

12.7 No Director may receive any remuneration or fee from the Company (except for the Executive Officer), nor may any contract be entered into with an organisation in which a Director has a material personal interest unless the Director

can demonstrate that he or she will receive no personal benefit as a result of that contract

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

### **13. Proceedings of directors**

13.1 The Directors must hold at least four meetings each year. At least 7 days notice of a meeting must be given to all Directors

13.2 A quorum at a meeting of the Directors is one half of the number of Directors in office at the time

13.3 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants are able to communicate continuously with all the other participants

13.4 The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting

13.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Directors is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)

13.6 Every Director has one vote on each issue.

13.7 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee the Director concerned must:

13.7.1 declare an interest at or before discussion begins on the matter

13.7.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information

13.7.3 not be counted in the quorum for that part of the meeting

13.7.4 withdraw during the vote and have no vote on the matter

13.8 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

## **14. Powers of directors**

The Directors have the following powers :

14.1 to appoint (and remove) any person (who may be a Director) to act as Secretary to the Company in accordance with the Act

14.2 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings

14.3 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at meetings of Directors and at meetings of committees

14.4 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Company

14.5 to establish procedures to assist the resolution of disputes within the Company

14.6 to exercise any powers of the Company which are not reserved to a general meeting

## **15. Records & Accounts**

15.1 The Directors must keep proper records of:

15.1.1 all proceedings at general meetings

15.1.2 all proceedings at meetings of the Directors

15.1.3 all reports of committees and

15.1.4 all professional advice obtained

15.2 Accounting records relating to the Company must be made available for inspection by any Director at any reasonable time during normal office hours

15.3 A copy of the Company's latest available annual accounts must be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months

## **16. Notices**

16.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to Members generally) may be published in any national newspaper or suitable journal distributed by the Company



16.2 The only address at which a Member is entitled to receive notices is the address shown in the register of Members

16.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

16.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address

16.3.2 two clear days after being sent by first class post to that address

16.3.3 three clear days after being sent by second class or overseas post to that address

16.3.4 on the date of publication of a newspaper containing the notice

16.3.5 on being handed to the Member (or, in the case of a Member organisation, its authorised representative) personally or, if earlier,

16.3.6 as soon as the Member acknowledges actual receipt

16.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

## **17. Dissolution**

The provisions of the Memorandum relating to dissolution of the Company take effect as though repeated here

## **18. Amendments to these articles**

This is an entrenched resolution. These Articles shall not be amended unless a majority at an Annual General Meeting of the Association agree to the amendment.

**The Companies Act 2006**

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

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**Memorandum of Association**

**of**

**IDTA – International Diamonds Traders Association LTD**

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**The Companies Act 2006**  
**Community Interest Company Limited by Guarantee**  
**Memorandum of Association**  
**of**  
**IDTA – International Diamonds Traders Association LTD**

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

Name of each subscriber	Signature of each subscriber
Mario Umberto Tramontano	
Giacomo Carapellotti	
Alberto Minola	

Dated 05/12/12