

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**RESOLUTION IN WRITING**

**OF**

**BUCKINGHAMSHIRE LAW PLUS LIMITED**  
**Registered number 08792177**  
**(the Company)**

Circulated on 27<sup>th</sup> May

2015 (the **Circulation Date**)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolutions below are passed as ordinary and special resolutions respectively (the **Resolutions**)

**ORDINARY RESOLUTION**

- 1 **THAT** in accordance with section 551 of the Companies Act 2006 the directors of the Company be generally and unconditionally authorised to allot shares in the Company up to a further aggregate nominal amount of £99 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date being ninety days from the date of these Resolutions save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the directors of the Company may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired

This authority is in substitution for all previous authorities conferred on the directors of the Company in accordance with section 551 of the Companies Act 2006 but without prejudice to any allotment of shares already made or offered or agreed to be made pursuant to such authorities

**SPECIAL RESOLUTION**

- 2 **THAT** subject to the passing of resolution 1 and in accordance with section 570 of the Companies Act 2006, the Directors be generally empowered to allot equity securities (as defined in section 560 of the Companies Act 2006) pursuant to the authority conferred by resolution 1, as if section 561(1) of the Companies Act 2006 did not apply to any such allotment, provided that this power shall be limited to the allotment of equity securities up to a further aggregate nominal amount of £99 and expire on the date being ninety days from the date of these Resolutions (unless renewed, varied or revoked by the Company prior to or on that date), save that the Company may, before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by these Resolutions has expired
- 3 **THAT** the regulations attached to these Resolutions be adopted as the articles of association of the Company in substitution for and to the exclusion of the current articles of association

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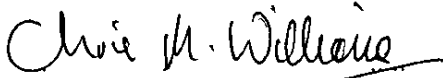
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## AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions

The undersigned, being the persons entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions (and the date of the Resolutions is the date on which the last to sign and date the Resolutions does so)



Signed for and on behalf of

**Buckinghamshire County Council**

Date

10/6/15

## NOTES

- 1 To signify your agreement to the Resolutions, please sign and date these where indicated and return the document to the Company at the registered office by one of the following methods
  - By hand** delivering the signed document to the company at the registered office
  - Post** returning the signed document addressed to the company at the registered office
- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 3 The Resolutions will lapse unless they are passed by the end of the period of 28 days beginning with the Circulation Date
- 4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

**Company Number: 08792177**

**The Companies Act 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES  
OF ASSOCIATION**

**BUCKINGHAMSHIRE LAW PLUS LIMITED**

**Incorporated on 27 November 2013**

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION OF**  
**BUCKINGHAMSHIRE LAW PLUS LIMITED**

(Adopted by special resolution on 10 June 2015)

**1. PRELIMINARY**

- 1 1 The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No 3229) (the "**Model Articles**") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "**Articles**")
- 1 2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force
- 1 3 Model Articles 7(2), 11(2), 14, 17(1), 21, 24, 26(5), 28(3), 36(4) and 44(4) do not apply to the Company
- 1 4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles
- 1 5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa, references to one gender include all genders and references to persons include bodies corporate and unincorporated associations

**2. DEFINED TERMS**

Model Article 1 shall be varied by the inclusion of the following definitions

"**appointor**" has the meaning given in Article 9 1,

"**BCC**" means Buckinghamshire County Council,

"**BMKFA**" means Buckinghamshire and Milton Keynes Fire Authority,

"**Business Day**" means a day other than a Saturday, Sunday or other public holiday in England when banks are upon for business,

"**call**" has the meaning given in Article 12 1,

"**call notice**" has the meaning given in Article 12 1,

"**call payment date**" has the meaning given in Article 12 9,

"**Company**" means the company which is the subject of these Articles or the members in general meeting, as the context may require,

"**forfeiture notice**" has the meaning given in Article 12 8,

"**lien enforcement notice**" has the meaning given in Article 11 4,

"**relevant rate**" has the meaning given in Article 12 9, and

**"secretary"** means the secretary of the Company, if any, appointed in accordance with Article 8 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary

### **3. OBJECTS AND DUTIES**

3 1 The objects of the Company shall be to provide legal services to BCC and BMKFA and third parties, and such other services as BCC and BMKFA may by written agreement from time to time determine

3 2 The purpose of the Company

(a) May, if and to the extent that the directors consider it appropriate, and

(b) Shall, if directed by the holders of the majority of the ordinary shares of the Company by notice in writing to the Company,

Include promoting the success of the one or more members of its group (and in this context **"group"** means the Company, any other body corporate which is its direct or ultimate parent undertaking or subsidiary undertaking and any other body corporate which is a subsidiary undertaking of that direct or ultimate parent undertaking from time to time)

3 3 In the exercise of his duties, a director who is also an elected member, director, officer or other employee of any parent undertaking of the Company shall owe a strict duty of confidentiality that parent undertaking in relation to confidential information of that parent undertaking but, subject to this, a director shall not be restricted by any duty of confidentiality to the Company from providing information regarding the Company to any parent undertaking of the Company

### **4 PROCEEDINGS OF DIRECTORS**

4 1 The members may from time to time agree a list of matters which are reserved to either one or all of them ("**Reserved Matters**") If such a list is so agreed, the Company shall not, save with prior written unanimous consent of the members as agreed, effect or propose to effect any Reserved Matter

4 2 Subject to Articles 4 3 and 4 4 the quorum for directors' meetings shall be three directors, provided that no meeting of the directors (including adjourned meetings) shall be quorate without the attendance of the BMKFA appointed director (or his or her appointed alternate)

4 3 If a quorum is not present at a meeting of the directors within thirty minutes from the time appointed for the meeting because no director appointed by BMKFA is present, the meeting shall be adjourned to a time and place determined by the chairman of the meeting If at the first adjourned meeting a quorum is not present within thirty minutes from the time appointed for the meeting because no director appointed by BMKFA is present, that meeting shall be adjourned to a time and place determined by the chairman of the meeting

4 4 If at the second consecutive adjourned meeting a quorum is not present within thirty minutes from the time appointed for the meeting because no director appointed by BMKFA is present, Article 4 2 shall not apply and the directors present at the meeting shall be entitled to hold the meeting in accordance with the Articles, which shall be validly held and quorate

4 5 If the directors propose to exercise their power under section 175(4)(b) of the Companies Act 2006 to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes and the requirements as to quorum shall be amended accordingly

4 6 Notwithstanding any other provision of these Articles, any director who is also an elected councillor, director, other officer or employee of a member or any of its subsidiary undertakings and who has a conflict situation merely by virtue of holding or being elected to such office (an "Inherent Conflict") shall be deemed to have declared the Inherent Conflict and had the Inherent Conflict authorised for the purposes of section 175 of the Companies Act 2006 and these Articles

4 7 Subject to the provisions of the Companies Act 2006, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his or the interest is an Inherent Conflict, a director, notwithstanding his office

- a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,
- b) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested, and
- c) is not accountable to the Company for any remuneration or other benefits 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 transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest

4 8 Subject to Articles 4 3 to 4 7, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes

## **5. APPOINTMENT OF DIRECTORS**

5 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 in accordance with this Article 5

5 2 The shareholders of the Company agree to procure that the number of directors of the Company shall not be less than three

5 3 For so long as it is a shareholder of the Company, BCC shall be entitled to appoint, remove or replace by written notice to the Company, such number of directors as it chooses to the board of directors

5 4 For so long as it is a shareholder of the Company, BMKFA shall be entitled to appoint, remove or replace by written notice to the Company one director to the board of directors

5 5 A shareholder may nominate a director, and remove a director whom it nominated, by giving notice to the Company. The appointment or removal takes effect on the date on which the notice is received by the Company or, if a later date is given in the notice, on that date

## **6. UNANIMOUS DECISIONS**

Model Article 8(2) shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place. Model Article 8(2) shall be read accordingly

## **7. TERMINATION OF DIRECTOR'S APPOINTMENT**

In addition to the events terminating a director's appointment set out in Model Article 18, a person ceases to be a director as soon as that person has for more than six consecutive months been absent without permission of the directors from meetings of

directors held during that period and the directors make a decision to vacate that person's office

## **8. SECRETARY**

The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit, and any secretary so appointed by the directors may be removed by them

## **9. ALTERNATE DIRECTORS**

9 1 Any director (the "**appointor**") may appoint as an alternate any other director, or any other person approved by a decision of the directors, to

- (a) exercise that director's powers, and
- (b) carry out that director's responsibilities,  
in relation to the taking of decisions by the directors in the absence of the alternate's appointor

9 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors. The notice must

- (a) identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his appointor

9 3 An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8, as the alternate's appointor

9 4 Except as these Articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be directors,
- (b) are liable for their own acts or omissions,
- (c) are subject to the same restrictions as their appointors, and
- (d) are not deemed to be agents of or for their appointors

9 5 A person who is an alternate director but not a director

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and

- (b) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's appointor has not signed or otherwise signified his agreement to such written resolution)

No alternate may be counted as more than one director for such purposes

9 6 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's appointor as the appointor may direct by notice in writing made to the Company

9 7 Model Article 20 is modified by the deletion of each of the references to "directors" and the replacement of each such reference with "directors and/or any alternate directors"

9 8 An alternate director's appointment as an alternate terminates

- (a) when his appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor would result in the termination of the appointor's office as director,
- (c) on the death of his appointor, or
- (d) when his appointor's appointment as a director terminates

## 10. ISSUE OF SHARES

10 1 If the Company wishes to issue further shares in the Company, each of the shareholders shall procure (so far as is lawfully possible in the exercise of its rights and powers as a shareholder of the Company) that the Company, by giving written notice to each respective shareholder, offers that proportion of the shares proposed to be issued which the number of ordinary shares (within the meaning given in section 560 of the Companies Act 2006) in the capital of the Company held by that shareholder bears to the total number of ordinary shares in issue at the time the Company gives its notice. Such offer shall state the number of shares to be issued and the price of the shares.

10 2 Each shareholder may accept the offer by giving notice to the Company, at any time within 10 Business Days following the Company's notice, accompanied by a banker's draft or other form of payment approved by the Company and made payable to the Company in respect of full payment for the shares to be subscribed for.

10 3 Any shares referred to in the Company's offer, for which the shareholders do not subscribe, shall not be issued by the Company.

10 4 In accordance with section 567 of the Companies Act 2006, sections 561 and 562 of the said Act are excluded.

## 11. LIEN

11 1 The Company has a first and paramount lien on all shares (whether or not such shares are fully paid) standing registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder thereof or is one of two or more joint holders, for all moneys payable by him or his estate to the Company (whether or not such moneys are presently due and payable).

11 2 The Company's lien over shares

- (a) takes priority over any third party's interest in such shares, and
- (b) extends to any dividend or other money payable by the Company in respect of such shares and (if the Company's lien is enforced and such shares are sold by the Company) the proceeds of sale of such shares.

11 3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

11 4 Subject to the provisions of this Article, if

- (a) a notice of the Company's intention to enforce the lien ("**lien enforcement notice**") has been sent in respect of the shares, and

- (b) the person to whom the lien enforcement notice was sent has failed to comply with it,

the Company may sell those shares in such manner as the directors decide

11 5 A lien enforcement notice

- (a) may only be sent in respect of shares if a sum is payable to the Company by the sole registered holder or one of two or more joint registered holders of such shares and the due date for payment of such sum has passed,
- (b) must specify the shares concerned,
- (c) must include a demand for payment of the sum payable within 14 days,
- (d) must be addressed either to the holder of such shares or to a person entitled to such shares by reason of the holder's death, bankruptcy or otherwise, and
- (e) must state the Company's intention to sell the shares if the notice is not complied with

11 6 If shares are sold under this Article

- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

11 7 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice, and
- (b) second, in payment to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice

11 8 A statutory declaration by a director or the secretary that the declarant is a director or the secretary and that a share has been sold to satisfy the Company's lien on a specified date

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
- (b) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share

**12. CALLS ON SHARES AND FORFEITURE**

12 1 Subject to these Articles and the terms on which shares are allotted, the directors may send a notice (a "**call notice**") to a member requiring the member to pay the Company a specified sum of money (a "**call**") which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice

12 2 A call notice

- 
- (a) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium),
  - (b) must state when and how any call to which it relates is to be paid, and
  - (c) may permit or require the call to be paid by instalments
  - (d) A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the call notice was sent
  - (e) Before the Company has received any call due under a call notice the directors may
    - (i) revoke it wholly or in part, or
    - (ii) specify a later time for payment than is specified in the call notice, by a further notice in writing to the member in respect of whose shares the call was made
- 12 3 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which the call is required to be paid
- 12 4 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share
- 12 5 Subject to the terms on which shares are allotted, the directors may, when issuing shares, make arrangements for a difference between the holders in the amounts and times of payment of calls on their shares
- 12 6 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is allotted, as being payable to the Company in respect of that share (whether in respect of nominal value or premium)
- (a) on allotment,
  - (b) on the occurrence of a particular event, or
  - (c) on a date fixed by or in accordance with the terms of issue
- 12 7 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture
- 12 8 If a person is liable to pay a call and fails to do so by the call payment date
- (a) the directors may send a notice of forfeiture (a "**forfeiture notice**") to that person, and
  - (b) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate
- 12 9 For the purposes of this Article
- (a) the "**call payment date**" is the date on which the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "**call payment date**" is that later date, and
  - (b) the "**relevant rate**" is the rate fixed by the terms on which the share in respect of which the call is due was allotted or, if no such rate was fixed when the share was allotted, five percent per annum
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- 12 10 The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998
- 12 11 The directors may waive any obligation to pay interest on a call wholly or in part
- 12 12 A forfeiture notice
- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
  - (b) must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise,
  - (c) must require payment of a call and any accrued interest by a date which is not less than 14 days after the date of the forfeiture notice,
  - (d) must state how the payment is to be made, and
  - (e) must state that if the forfeiture notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited
- 12 13 If a forfeiture notice is not complied with before the date by which payment of the call is required in the forfeiture notice, the directors may decide that any share in respect of which it was given is forfeited and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture
- 12 14 Subject to the following provisions of this Article 12 14, the forfeiture of a share extinguishes
- (a) all interests in that share, and all claims and demands against the Company in respect of it, and
  - (b) all other rights and liabilities incidental to the share as between the person in whose name the share is registered and the Company
- 12 15 Any share which is forfeited
- (a) is deemed to have been forfeited when the directors decide that it is forfeited,
  - (b) is deemed to be the property of the Company, and
  - (c) may be sold, re-allotted or otherwise disposed of as the directors think fit
- 12 16 If a person's shares have been forfeited
- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members,
  - (b) that person ceases to be a member in respect of those shares,
  - (c) that person must surrender the certificate for the shares forfeited to the Company for cancellation,
  - (d) that person remains liable to the Company for all sums due and payable by that person at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and
  - (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal

- 12 17 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on such terms as they think fit
- 12 18 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer
- 12 19 A statutory declaration by a director or the secretary that the declarant is a director or the secretary and that a share has been forfeited on a specified date
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
  - (b) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share
- 12 20 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share
- 12 21 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which
- (a) was, or would have become, payable, and
  - (b) had not, when that share was forfeited, been paid by that person in respect of that share,
- but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them
- 12 22 A member may surrender any share
- (a) in respect of which the directors may issue a forfeiture notice,
  - (b) which the directors may forfeit, or
  - (c) which has been forfeited
- 12 23 The directors may accept the surrender of any such share
- 12 24 The effect of surrender on a share is the same as the effect of forfeiture on that share
- 12 25 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

### **13. SHARE CERTIFICATES**

- 13 1 The Company must issue each member with one or more certificates in respect of the shares which that member holds
- 13 2 Except as is otherwise provided in these Articles, all certificates must be issued free of charge
- 13 3 No certificate may be issued in respect of shares of more than one class
- 13 4 A member may request the Company, in writing, to replace
- (a) the member's separate certificates with a consolidated certificate, or
  - (b) the member's consolidated certificate with two or more separate certificates

- (c) When the Company complies with a request made by a member under 13 4 above, it may charge a reasonable fee as the directors decide for doing so

13 5 Every certificate must specify

- (a) in respect of how many shares, of what class, it is issued,
- (b) the nominal value of those shares,
- (c) whether the shares are nil, partly or fully paid, and
- (d) any distinguishing numbers assigned to them

13 6 Certificates must

- (a) have affixed to them the Company's common seal, or
- (b) be otherwise executed in accordance with the Companies Acts

**14 CONSOLIDATION OF SHARES**

14 1 This Article applies in circumstances where

- (a) there has been a consolidation of shares, and
- (b) as a result, members are entitled to fractions of shares

14 2 The directors may

- (a) sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable, and
- (b) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser

14 3 Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland

14 4 A person to whom shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions

14 5 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

**15. DIVIDENDS**

15 1 Unless otherwise agreed by the members, all dividends must be

- (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
- (b) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid

15 2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly

15 3 For the purpose of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount

## **16. CAPITALISATION OF PROFITS**

- 16 1 A capitalised sum which was appropriated from profits available for distribution may be applied
- (a) in or towards paying up any amounts unpaid on any existing nil or partly paid shares held by the persons entitled, or
  - (b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct
- 16 2 Model Article 36(5)(a) is modified by the deletion of the words "paragraphs (3) and (4)" and their replacement with "Model Article 36(3) and Article 17 1"

## **17. TRANSMISSION OF SHARES**

- 17 1 Model Article 27 is modified by the addition of new Model Article 27(4) in the following terms
- "Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member"
- 17 2 All the Articles relating to the transfer of shares apply to
- (a) any notice in writing given to the Company by a transmittee in accordance with Model Article 28(1), and
  - (b) any instrument of transfer executed by a transmittee in accordance with Model Article 28(2),
- as if such notice or instrument were an instrument of transfer executed by the person from whom the transmittee derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

## **18. SHARE TRANSFERS**

- 18 1 Model Article 26(1) is modified by the addition of the words "and, if any of the shares is nil or partly paid, the transferee" after the word "transferor"
- 18 2 The directors may refuse to register the transfer of a share, and, if they do so, the instrument of transfer must be returned to the transferee together with a notice of refusal giving reasons for such refusal as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged for registration, unless the directors suspect that the proposed transfer may be fraudulent

## **19. WRITTEN RESOLUTIONS OF MEMBERS**

- 19 1 Subject to Article 19 2, a written resolution of members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the Company
- 19 2 The following may not be passed as a written resolution and may only be passed at a general meeting
- (a) a resolution under section 168 of the Companies Act 2006 for the removal of a director before the expiration of his period of office, and
  - (b) a resolution under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office
- 19 3 Subject to Article 19 2(b), on a written resolution, a member has one vote in respect of each share held by him

- 19 4 No member may vote on a written resolution unless all moneys currently due and payable in respect of any shares held by him have been paid

## **20. NOTICE OF GENERAL MEETINGS**

- 20 1 Every notice convening a general meeting of the Company must comply with the provisions of

- (a) section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting, and
- (b) section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies

- 20 2 Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company

## **21 QUORUM AT GENERAL MEETINGS**

- 21 1 If and for so long as the Company has one member only who is entitled to vote on the business to be transacted at a general meeting, that member present at the meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum

- 21 2 If and for so long as the Company has two or more members entitled to vote on the business to be transacted at a general meeting, two of such members, each of whom is present at the meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum

- 21 3 Model Article 41(1) is modified by the addition of a second sentence as follows

"If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved "

## **22. VOTING AT GENERAL MEETINGS**

- 22 1 (a) Subject to Article 22 2 below, on a vote on a resolution at a general meeting on a show of hands

- (i) each member who, being an individual, is present in person has one vote,
- (ii) if a member (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote, and
- (iii) if a corporate member appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Companies Act 2006, one vote

- (b) Subject to Article 22 2 below, on a resolution at a general meeting on a poll, every member (whether present in person, by proxy or authorised representative) has one vote in respect of each share held by him

- 22 2 No member may vote at any general meeting or any separate meeting of the holders of any class of shares in the Company, either in person, by proxy or, in the event that the member is a corporation, by corporate representative in respect of shares held by that

member unless all moneys currently due and payable by that member in respect of any shares held by that member have been paid

- 22 3 (a) Model Article 44(2) is amended by the deletion of the word "or" in Model Article 44(2)(c), the deletion of the " " after the word "resolution" in Model Article 44(2)(d) and its replacement with ", or" and the insertion of a new Model Article 44(2)(e) in the following terms

"by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right"

- (b) A demand for a poll made by a person as proxy for a member is the same as a demand made by the member

- 22 4 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs

### **23. DELIVERY OF PROXY NOTICES**

Model Article 45(1) is modified, such that a "**proxy notice**" (as defined in Model Article 45(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote, and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid

### **24 COMMUNICATIONS**

- 24 1 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website

- 24 2 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 sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company

- 24 3 If any share is registered in the name of joint holders, the Company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of the joint holding and the Company is not required to serve notices or other documents on any of the other joint holders

- 24 4 If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting

- 24 5 If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied

- 24 6 If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website

- 24 7 For the purposes of this Article 24 no account shall be taken of any part of a day that is not a Business Day

## **25. COMPANY SEALS**

- 25 1 Model Article 49(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors
- 25 2 Model Article 49(3) is modified by the deletion of all words which follow the "," after the word "document" and their replacement with "the document must also be signed by
- (a) one authorised person in the presence of a witness who attests the signature, or
  - (b) two authorised persons"

## **26. WINDING UP**

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by law, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets. The assets shall be divided amongst the members in proportion to the shareholding that each member holds in the Company. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he may determine, but no member shall be compelled to accept any assets upon which there is a liability.

## **27. RULES**

- 27 1 The directors may make such rules as they consider necessary or convenient for the proper conduct and management of the Company and for the purposes of creating further advisory or stakeholder groups, as required. In particular, and without prejudice to the generality of the foregoing, the directors may make rules regulating
- (a) the admission criteria of members and the rights and privileges of members to such advisory or stakeholder groups,
  - (b) the conditions of membership of such advisory or stakeholder groups and the terms on which members may resign or have their membership terminated,
  - (c) the objects or terms of reference of such advisory or stakeholder groups,
  - (d) any other rules governing the operation of such advisory or stakeholder groups,
  - (e) the conduct of members of such advisory or stakeholder groups in relation to one another, and to the Company's officers and employees,
  - (f) any and all other matters as are commonly the subject matter of company rules
- 27 2 The directors must adopt such means as they consider sufficient to bring to the notice of members of the Company all rules made under this Article
- 27 3 Any rules made by the directors under this Article will be valid and binding as against all members of the Company for so long as such rules are in force
- 27 4 The Company in general meeting may alter or repeal any rules made by the directors in accordance with this Article
- 27 5 Nothing in this Article permits the directors of the Company to make any rules which are inconsistent with or affect or repeal anything in these Articles or in any resolution passed by members of the Company or agreement to which Chapter 3 of Part 3 of the Companies Act 2006 applies