

---

**Articles of Association**  
**of**  
**Welcome to our Woods Community**  
**Organisation Ltd**  
**[Trading as WTOW LTD]**

---

THURSDAY



\*ABYXKWD\*

A12

09/03/2023

#182

COMPANIES HOUSE



Stephens Scown LLP, Curzon House, Southernhay West, Exeter EX1 1RS  
T: 01392 210700 F: 01392 274010 DX: 8305 Exeter W: [Stephens-scown.co.uk](http://Stephens-scown.co.uk)  
Ref: OM/THE-69-1

## CONTENTS

CLAUSES	SUBJECT	PAGE NO.
1.	INTERPRETATION .....	1
2.	OBJECTS.....	3
3.	POWERS .....	4
4.	INCOME.....	5
5.	WINDING UP .....	5
6.	RESTRICTION ON USE OF ASSETS .....	6
7.	GUARANTEE.....	6
8.	ENTRENCHED PROVISIONS .....	6
9.	DIRECTORS' GENERAL AUTHORITY .....	7
10.	'MEMBERS' RESERVE POWER.....	7
11.	DIRECTORS MAY DELEGATE .....	7
12.	COMMITTEES .....	8
13.	DIRECTORS TO TAKE DECISIONS COLLECTIVELY.....	8
14.	UNANIMOUS DECISIONS.....	8
15.	CALLING A DIRECTORS' MEETING .....	9
16.	PARTICIPATION IN DIRECTORS' MEETINGS .....	9
17.	QUORUM FOR DIRECTORS' MEETINGS.....	9
18.	CHAIRING OF DIRECTORS' MEETINGS .....	10
19.	CASTING VOTE .....	10
20.	DIRECTORS' CONFLICTS OF INTEREST .....	10
21.	RECORDS OF DECISIONS TO BE KEPT .....	12
22.	METHODS OF APPOINTING A DIRECTOR.....	12
23.	NUMBER OF DIRECTORS.....	13
24.	CO-OPTED DIRECTORS.....	13
25.	TERMINATION OF DIRECTOR'S APPOINTMENT .....	13
26.	DIRECTORS' REMUNERATION .....	14

27. DIRECTORS' EXPENSES .....	14
28. DEATH OR BANKRUPTCY OF SOLE MEMBER DIRECTOR .....	14
29. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS .....	15
30. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS .....	15
31. TERMINATION OF ALTERNATE DIRECTORSHIP .....	16
32. SECRETARY .....	16
33. CHANGE OF COMPANY NAME .....	16
34. MEMBERSHIP .....	17
35. TERMINATION OF MEMBERSHIP .....	17
36. EXPULSION OF MEMBER .....	17
37. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS .....	18
38. QUORUM FOR GENERAL MEETINGS .....	18
39. CHAIRING GENERAL MEETINGS .....	18
40. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS .....	19
41. ADJOURNMENT .....	19
42. VOTING .....	20
43. ERRORS AND DISPUTES .....	20
44. POLL VOTES .....	20
45. PROXIES .....	20
46. MEANS OF COMMUNICATION TO BE USED .....	21
47. RULES .....	21
48. INDEMNITY AND INSURANCE .....	21

<b>THE COMPANIES ACT 2006</b>
<b>PRIVATE COMPANY LIMITED BY GUARANTEE</b>
<b>ARTICLES OF ASSOCIATION</b>
<b>OF</b>
<b>Welcome to our Woods Community Organisation Ltd</b>
<b>[Trading as: WTOW LTD] (the "Company")</b>
<b>(Adopted by special resolution passed on 16<sup>th</sup> July 2021)</b>

Interpretation, objects and limitation of liability

## 1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

**90% resolution:** has the meaning given in article 7;

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

**Appointor:** has the meaning given in article 15(1);

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

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

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

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

**director:** means a director of the Company and includes any person occupying the position of director, by whatever name called;

**document:** includes, unless otherwise specified, any document sent or supplied in electronic form;

**electronic form:** has the meaning given in section 1168 of the Act;

**Eligible Director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 11, any director whose vote is not to be counted in respect of the particular matter);

**Interested Director:** has the meaning given in article 20.1;

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

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

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

**participate:** in relation to a director's meeting, has the meaning given in Model Article 10;

**proxy notice:** has the meaning given in Model Article 31;

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

**special resolution:** has the meaning given in section 283 of the Act;

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

**writing:** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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

1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.

1.8 The following Model Articles shall not apply to the Company:

- 1.8.1 1 (Defined terms);
- 1.8.2 2 (Liability of Members);
- 1.8.3 8 (Unanimous decisions);
- 1.8.4 9(1) and (3) (Calling a directors' meeting);
- 1.8.5 11(2) and (3) (Quorum for directors' meeting);
- 1.8.6 13 (Casting vote);
- 1.8.7 14 (1), (2), (3) and (4) (Conflicts of interest);
- 1.8.8 17(2) (Methods of appointing directors);
- 1.8.9 21 (Applications for membership);
- 1.8.10 22 (Termination of membership);
- 1.8.11 30(2) (Poll votes);
- 1.8.12 31(1)(d) (Content of proxy notices);
- 1.8.13 35 (Company seals);
- 1.8.14 38 (Indemnity);
- 1.8.15 39 (Insurance).

1.9 Model Article 20 shall be amended by the insertion of the words "(including alternate directors" before the words "properly incur".

## **2. OBJECTS**

The objects for which the Company is established are to carry out activities which benefit the community and in particular but without limitation to The Upper Rhondda Valley by furthering the social, economic and environmental interests of the community:

- a) through the provision of directly managed enterprises and the provision of opportunities to members of the community;
- b) to engage in the business of managing the forestry and harvesting, processing selling timber, horticulture, renewable energy generation, tourism, affordable

social housing, low carbon transport and the use of natural resources to further the local economy whilst following the principles of sustainable management of natural resources;

- c) to support the community's use of the forest and landscape to promote physical and mental wellbeing, exercise, social and cultural expression, opportunities for volunteering and training; and
- d) to promote sustainable environmental enhancements that may include, carbon sequestration, habitat improvements, flood prevention, promotion of bio-diversity and climate resilience.

### **3. POWERS**

3.1 In pursuance of the object set out in article 2, the Company has the power to:

- 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- 3.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 3.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such

way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;

- 3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.9 provide and assist in the provision of money, materials or other help;
- 3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.11 incorporate subsidiary companies to carry on any trade; and
- 3.1.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

#### **4. INCOME**

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
  - 4.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
  - 4.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
  - 4.2.3 reasonable and proper rent for premises demised or let by any Member or director; or
  - 4.2.4 reasonable out-of-pocket expenses properly incurred by any director.

#### **5. WINDING UP**

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and,



subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution.

## **6. RESTRICTION ON USE OF ASSETS**

6.1 The Company shall not transfer any of its assets other than for full consideration.

6.2 Provided the conditions in article 6.3 are satisfied, article 6.1 shall not apply to:

- (a) the transfer of assets to any asset-locked body; and
- (b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

6.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration and must be approved by the directors.

6.4 The Company must not use or deal with assets except where the use or dealing is, directly or indirectly, for a purpose that is for the benefit of the company's objects;

## **7. GUARANTEE**

7.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

7.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member,

7.1.2 payment of the costs, charges and expenses of the winding up, and

7.1.3 adjustment of the rights of the contributories among themselves.

## **8. ENTRENCHED PROVISIONS**

8.1 Except with the authority of a 90% resolution, the following articles may not be amended or repealed:

8.1.1 Article 6 (restriction on use of assets)

8.2 A 90% resolution is a resolution of the Members passed by a majority of not less than 90%.

8.3 A written resolution is passed by a majority of not less than 90% if it is passed by not less than 90% of the Members.

8.4 Where a resolution is passed as a written resolution:

- (a) the resolution is not a 90% resolution unless it stated that it was proposed as a 90% resolution; and
  - (b) if the resolution so stated, it may only be passed as a 90% resolution.
- 8.5 A resolution passed at a meeting on a show of hands is passed by a majority of not less than 90% if it is passed by not less than 90% of the votes cast by those entitled to vote.
- 8.6 A resolution passed on a poll taken at a meeting is passed by a majority of not less than 90% if it passed by Members representing not less than 90% of the total voting rights of the Members who (being entitled to do so) vote on the resolution.
- 8.7 Where a resolution is passed at a meeting:
  - (a) the resolution is not a 90% resolution unless the notice of the meeting included the text of the resolution and specified the intention to propose the resolution as a 90% resolution; and
  - (b) if the notice of meeting so specified, the resolution can only be passed as a 90% resolution.

#### Directors

### 9. DIRECTORS' GENERAL AUTHORITY

- 9.1 Subject to the articles, the directors are responsible for the management of the company's business in accordance with its objects, for which purpose they may exercise all the powers of the company.

### 10. MEMBERS' RESERVE POWER

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

### 11. DIRECTORS MAY DELEGATE

- 11.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:
  - (a) to such person or committee;
  - (b) by such means (including by power of attorney);
  - (c) to such an extent;

(d) in relation to such matters or territories;

(e) on such terms and conditions;

as they think fit.

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

11.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **12. COMMITTEES**

12.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions of directors.

12.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

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

13.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 12.

13.2 If

(a) the company only has one director for the time being; and

(b) no provision of the articles requires it to have more than one directors, the general rules does not apply, and the director may (for so long as they remain the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

## **14. UNANIMOUS DECISIONS**

14.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

14.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

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

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

15.1 Any director may call a directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.

15.2 Notice of any directors' meeting must indicate:

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

15.3 Notice of a directors' meeting shall be given to each director, but need not be in writing.

15.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

15.5 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

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

16.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting when

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

16.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

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

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

17.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

17.2 Subject to article 15.3, the quorum for the transaction of business at a meeting of directors is any three Eligible Directors.

17.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 18 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

17.4 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

17.4.1 to appoint further directors; or

17.4.2 to call a general meeting so as to enable the Members to appoint further directors.

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

18.1 The directors may appoint a director to chair their meetings.

18.2 The person so appointed for the time being is known as the chair.

18.3 The directors may terminate the chair's appointment at any time.

18.4 If the chair is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one themselves to chair it.

## **19. CASTING VOTE**

19.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chair or other director chairing the meeting has a casting vote.

19.2 Article 17.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chair or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

## **20. DIRECTORS' CONFLICTS OF INTEREST**

20.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.

20.2 Any authorisation under this article 208 shall be effective only if:

20.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other

- matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- 20.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- 20.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 20.3 Any authorisation of a Conflict under this article 18 may (whether at the time of giving the authorisation or subsequently):
- 20.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- 20.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- 20.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- 20.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- 20.3.5 provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a director of the Company) information that is confidential to a third party, they shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- 20.3.6 permit the Interested Director to absent themselves from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 20.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 20.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 20.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for

any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

20.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

20.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

20.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

20.7.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;

20.7.4 may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;

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

20.7.6 shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

## **21. RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

## **22. METHODS OF APPOINTING A DIRECTOR**

22.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- (a) by ordinary resolution; or
- (b) by a decision of the directors.

## 23. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors but including co-opted directors) shall not be less than five nor more than twelve.

## 24. CO-OPTED DIRECTORS

24.1 The directors may appoint Co-opted Directors. A 'Co-opted Director' means a person who is appointed to be a director by being Co-opted by directors who have not themselves been so appointed. The directors may not co-opt an employee of the Company as a Co-opted Director if thereby the number of directors who are employees of the company would exceed one third of the total number of directors.

24.2 The directors may appoint Co-opted Directors to serve on the board on such terms as the directors resolve and may remove such Co-opted Directors. A Co-opted Director may act in all respects as a director, but they cannot take part in decision making or vote on the appointment of directors or any matter directly affecting members.

24.3 Not more than five Co-opted Directors may be appointed a director or to any committee at any one time and the number of Co-opted Directors must always be less than the number of member appointed directors.

## 25. TERMINATION OF DIRECTOR'S APPOINTMENT

25.1 A person ceases to be a director as soon as:

- (a) That person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;



- (e) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

## **26. DIRECTORS' REMUNERATION**

- 26.1 Directors may undertake any services for the company that the directors decide.
- 26.2 Directors are entitled to such remuneration as the directors determine:
  - (a) for their services to the company as directors, and
  - (b) for any other service which they undertake for the company.
- 26.3 Subject to the articles, a director's remuneration may:
  - (a) take any form, and
  - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 26.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 26.5 Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

## **27. DIRECTORS' EXPENSES**

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

## **28. DEATH OR BANKRUPTCY OF SOLE MEMBER DIRECTOR**

In any case where, a Member dies or becomes bankrupt and the Company has no Members and no directors, the person(s) who is entitled to that Membership under article TRANSFER OF MEMBERSHIP has the right, by notice in writing, to appoint a

natural person (including the appointor himself), who is willing to act and permitted to do so, to be a director of the Company.

## **29. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

29.1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

29.1.1 exercise that director's powers; and

29.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the Appointor.

29.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

29.3 The notice must:

29.3.1 identify the proposed alternate; and

29.3.2 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 the director giving the notice.

## **30. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

30.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the Appointor.

30.2 Except as the Articles specify otherwise, alternate directors are:

30.2.1 deemed for all purposes to be directors;

30.2.2 liable for their own acts and omissions;

30.2.3 subject to the same restrictions as their Appointors; and

30.2.4 not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a Member.

30.3 A person who is an alternate director but not a director:

30.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);

- 30.3.2 may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and
- 30.3.3 shall not be counted as more than one director for the purposes of article 30.3.
- 30.4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 30.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

### **31. TERMINATION OF ALTERNATE DIRECTORSHIP**

- 31.1 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:
  - 31.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
  - 31.1.2 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 appointment as a director;
  - 31.1.3 on the death of the alternate's Appointor; or
  - 31.1.4 when the alternate director's Appointor ceases to be a director for whatever reason.

### **32. SECRETARY**

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

### **33. CHANGE OF COMPANY NAME**

- 33.1 The name of the Company may be changed by:
  - 33.1.1 a decision of the directors; or

- 33.1.2 a special resolution of the Members,  
or otherwise in accordance with the Act.

Members: becoming and ceasing to be a member

#### **34. MEMBERSHIP**

34.1 The Company shall admit to Membership an individual or organisation which:

34.1.1 applies to the Company using the application process approved by the directors; and

34.1.2 is approved by the directors.

A letter shall be sent to each successful applicant confirming their Membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the secretary.

34.2 The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.

34.3 The directors may prescribe criteria for Membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.

34.4 The directors may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members.

#### **35. TERMINATION OF MEMBERSHIP**

35.1 A Member may withdraw from Membership of the Company by giving 7 days' notice to the Company in writing and any person ceasing to be a Member shall be removed from the Register of Members.

35.2 Membership is not transferable.

35.3 A person's membership terminates when that person dies or ceases to exist.

#### **36. EXPULSION OF MEMBER**

36.1 The directors may terminate the Membership of any Member without his consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:

36.1.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or

36.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or

36.1.3 has failed to observe the terms of these Articles and the Rules.

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

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

Decision making by members

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

37.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

37.2 A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

37.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

37.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

37.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

### **38. QUORUM FOR GENERAL MEETINGS**

38.1 No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

### **39. CHAIRING GENERAL MEETINGS**

39.1 If the directors have appointed a chair, the chair shall chair general meetings if present and willing to do so.

39.2 If the directors have not appointed a chair, or if the chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the directors present, or

(b) (if no directors are present), the meeting, must appoint a director or member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

39.3 The person chairing a meeting in accordance with this article is referred to as "the chair of the meeting".

#### **40. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

40.1 Directors may attend and speak at general meetings, whether or not they are members.

40.2 The chair of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

#### **41. ADJOURNMENT**

41.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

41.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment, or

(b) it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

41.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

41.4 When adjourning a general meeting, the chair of the meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

41.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
- (b) containing the same information which such notice is required to contain.

41.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **42. VOTING**

42.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

## **43. ERRORS AND DISPUTES**

43.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

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

## **44. POLL VOTES**

44.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.

44.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

## **45. PROXIES**

45.1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

45.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their

discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

#### Administrative arrangements

#### **46. MEANS OF COMMUNICATION TO BE USED**

**46.1** Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

**46.1.1** if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

**46.1.2** if properly addressed and delivered by hand, when it was given or left at the appropriate address;

**46.1.3** if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

**46.1.4** if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

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

**46.2** In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

#### **47. RULES**

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

#### **48. INDEMNITY AND INSURANCE**



- 48.1 Subject to article 48.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 48.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them;
- including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- 48.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 48.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 48.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 48.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 48.4 In this article:
- 48.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 48.4.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- 48.4.3 a **relevant officer** means any director or other officer or former director or other officer of the Company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).