

FILE COPY



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

Company Number 11808142

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

**NORTH STAFFORDSHIRE SHOOTING CLUB**

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

Given at Companies House, Cardiff, on **5th February 2019**



\* N11808142C \*



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



**Application to register a company**



Received for filing on the: **28/01/2019**

A7Y2V6XT

**Company Name in full:** **NORTH STAFFORDSHIRE SHOOTING CLUB**

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternatives*

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

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

**Proposed Registered Office Address:** **G1 BELLRINGER ROAD  
TRENTHAM BUSINESS QUARTER  
STOKE ON TRENT  
STAFFORDSHIRE  
ST4 8GB**

**Sic Codes:** **93120  
94990**

**Principal activity description:** **Activities of sport clubs  
Activities of other membership organizations n.e.c.**

*I wish to adopt entirely bespoke model articles.*

## ***Proposed Officers***

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### ***Company Secretary    1***

**Type:** **Person**  
**Full Forename(s):** **MR ANDREW**  
**Surname:** **HELLYAR-BROOK**  
**Service Address:** **recorded as Company's registered office**

***The subscribers confirm that the person named has consented to act as a secretary.***

## ***Company Director      1***

**Type:** **Person**

**Full Forename(s):** **MR ANDREW**

**Surname:** **HELLYAR-BROOK**

**Service Address:** **recorded as Company's registered office**

**Country/State Usually Resident:** **ENGLAND**

**Date of Birth:** **\*\*/12/1956** **Nationality:** **BRITISH**

**Occupation:** **RETIRED  
ENGINEERING  
MANAGER**

*The subscribers confirm that the person named has consented to act as a director.*

## ***Company Director      2***

**Type:** **Person**

**Full Forename(s):** **MR ERIC DAVID**

**Surname:** **STACEY**

**Service Address:** **recorded as Company's registered office**

**Country/State Usually Resident:** **ENGLAND**

**Date of Birth:** **\*\*/07/1942** **Nationality:** **BRITISH**

**Occupation:** **RETIRED**

*The subscribers confirm that the person named has consented to act as a director.*

## *Company Director*      3

*Type:*                                      **Person**

*Full Forename(s):*                      **MR DAVID JOHN**

*Surname:*                                **BURNS**

*Service Address:*                      **recorded as Company's registered office**

*Country/State Usually Resident:*    **ENGLAND**

*Date of Birth:*    **\*\*/11/1941**                                      *Nationality:*    **BRITISH**

*Occupation:*    **RETIRED**

*The subscribers confirm that the person named has consented to act as a director.*

## ***Persons with Significant Control (PSC)***

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### **Statement of initial significant control**

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**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

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## ***Individual Person with Significant Control details***

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***Names:*** MR ANDREW HELLYAR-BROOK

***Country/State Usually Resident:*** ENGLAND

***Date of Birth:*** \*\*/12/1956                      ***Nationality:*** BRITISH

***Service Address:*** G1 BELLRINGER ROAD  
TRENTHAM BUSINESS QUARTER  
STOKE ON TRENT  
STAFFORDSHIRE  
ENGLAND  
ST4 8GB

*The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.*

***Nature of control***

**The person holds, directly or indirectly, more than 25% but not more than 50 % of the voting rights in the company.**



## ***Individual Person with Significant Control details***

---

***Names:*** MR ERIC DAVID STACEY

***Country/State Usually Resident:*** ENGLAND

***Date of Birth:*** \*\*/07/1942                      ***Nationality:*** BRITISH

***Service Address:*** G1 BELLRINGER ROAD  
TRENTHAM BUSINESS QUARTER  
STOKE ON TRENT  
STAFFORDSHIRE  
ENGLAND  
ST4 8GB

*The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.*

***Nature of control***

**The person holds, directly or indirectly, more than 25% but not more than 50 % of the voting rights in the company.**

## ***Individual Person with Significant Control details***

---

***Names:*** MR DAVID JOHN BURNS

***Country/State Usually  
Resident:*** ENGLAND

***Date of Birth:*** \*\*/11/1941                      ***Nationality:*** BRITISH

***Service Address:*** G1 BELLRINGER ROAD  
TRENTHAM BUSINESS QUARTER  
STOKE ON TRENT  
STAFFORDSHIRE  
ENGLAND  
ST4 8GB

*The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.*

***Nature of control***

**The person holds, directly or indirectly, more than 25% but not more than 50 % of the voting rights in the company.**

## ***Statement of Guarantee***

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

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

*Name:* **ANDREW HELLYAR-BROOK**

*Address* **G1 BELLRINGER ROAD  
TRENTHAM BUSINESS QUARTER  
STOKE ON TRENT  
STAFFORDSHIRE  
ST4 8GB**

*Amount Guaranteed* **1.00**

*Name:* **ERIC DAVID STACEY**

*Address* **G1 BELLRINGER ROAD  
TRENTHAM BUSINESS QUARTER  
STOKE ON TRENT  
STAFFORDSHIRE  
ST4 8GB**

*Amount Guaranteed* **1.00**

*Name:* **DAVID JOHN BURNS**

*Address* **G1 BELLRINGER ROAD  
TRENTHAM BUSINESS QUARTER  
STOKE ON TRENT  
STAFFORDSHIRE  
ST4 8GB**

*Amount Guaranteed* **1.00**

## ***Statement of Compliance***

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

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

*Agent's Name:*      **RJS SOLICITORS**

*Agent's Address:*      **G1 BELLRINGER ROAD  
TRENTHAM BUSINESS QUARTER  
STOKE ON TRENT  
STAFFORDSHIRE  
ENGLAND**

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## ***Authorisation***

*Authoriser Designation:*    **agent**

*Authenticated*    **YES**

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**COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**MEMORANDUM OF ASSOCIATION OF**  
**NORTH STAFFORDSHIRE SHOOTING CLUB**

Each subscriber of this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

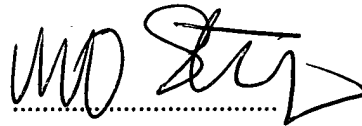
**Subscriber**

**Signature**

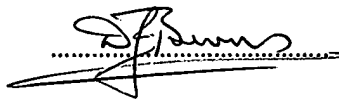
Mr Andrew Hellyar-Brook



Mr Eric David Stacey



Mr David John Burns



DATED this

7

day of

January

2019

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

COMPANY NUMBER:

Articles of Association

of

North Staffordshire Shooting Club



## CONTENTS

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### CLAUSE

1.	Interpretation .....	1
2.	Objects .....	2
3.	Not for distribution .....	2
4.	Winding up .....	3
5.	Guarantee.....	3
6.	Appointment and retirement of directors .....	3
7.	Proceedings of directors.....	4
8.	Unanimous decisions .....	5
9.	Quorum for directors' meetings.....	5
10.	Directors' interests .....	6
11.	Directors' conflicts of interest .....	6
12.	Records of decisions to be kept .....	8
13.	Number of directors .....	9
14.	Alternate directors .....	9
15.	Secretary .....	9
16.	Change of name .....	9
17.	members .....	9
18.	subscription fees .....	9
19.	expulsion of member .....	10
20.	termination of membership .....	10
21.	Annual general meetings.....	10
22.	Votes of members .....	10
23.	Poll votes .....	11
24.	Content of proxy notices .....	11
25.	Delivery of proxy notices.....	12
26.	Means of communication to be used.....	13
27.	Deemed delivery of documents and information .....	14
28.	Rules .....	15
29.	Indemnity and insurance.....	15
30.	Insurance .....	16

**COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION OF**  
**NORTH STAFFORDSHIRE SHOOTING CLUB (COMPANY)**

**INTRODUCTION**

**1. INTERPRETATION**

**1.1** In these Articles, unless the context otherwise requires:

**Act:** means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

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

**Associate Director:** means an observer appointed by the Board in accordance with article 6;

**Board:** the board of directors from time to time of the Company;

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

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

**eligible director:** has the meaning given in article 8;

**Member:** means a member of the Company from time to time; and

**Model Articles:** means the relevant model articles (within the meaning of section 20 of the Companies Act 2006) and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles.

**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, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation from time to time made under it; and
  - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Model Articles 22(2) (3) and 35 shall not apply to the Company.
- 1.9 Model Article 7 shall be amended by:
- 1.9.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and
  - 1.9.2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.10 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

## **2. OBJECTS**

- 2.1 The object for which the Company is established is to encourage and facilitate development and participation in the amateur sport of target shooting for the whole community of North Staffordshire.

## **3. NOT FOR DISTRIBUTION**

- 3.1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in article 2.
- 3.2 No dividends or bonus may be paid, or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:
- 3.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
  - 3.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;

3.2.3 reasonable and proper rent for premises demised or let by any Member or director;  
or

3.2.4 reasonable out-of-pocket expenses properly incurred by any director.

#### **4. WINDING UP**

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

4.1.1 with objects similar to those of the Company; and

4.1.2 which shall prohibit the distribution of its or their income to its or their members, such body to be determined by the Members at the time of winding-up or dissolution.

#### **5. GUARANTEE**

5.1 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:

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

5.1.2 payment of the costs, charges and expenses of the winding up; and

5.1.3 adjustment of the rights of the contributories among themselves.

#### **6. APPOINTMENT AND RETIREMENT OF DIRECTORS**

6.1 The Members may by ordinary resolution appoint any person or persons who are willing to act to be a director either to fill a vacancy or as an additional director including the appointment of a director for a fixed term provided that the appointment does not cause the number of directors to exceed any number fixed by the Articles as the maximum number of directors.

6.2 Any director appointed in accordance with clause 6.1 may be removed and replaced by the Members at any time. In all such cases such nomination, removal or replacement shall be notified to the Board in writing and then endorsed by the Board.

6.3 The office of a director shall be immediately vacated if:

6.3.1 he is convicted of any criminal offence involving dishonesty;

- 6.3.2 he ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- 6.3.3 a bankruptcy order is made against him;
- 6.3.4 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.
- 6.4 The Board may appoint Associate Directors. Such appointments shall be made by notice in writing to the Company and signed by a director.
- 6.5 An Associate Director shall have the right to attend and speak at all meetings of the Board and all committees thereof in a non-voting capacity.
- 6.6 An Associate Director shall be entitled to receive copies of all notices, documents and papers forwarded to the directors in preparation for meetings of the directors and all committees thereof at least seven days prior to the meeting to which they refer.
- 6.7 The office of an Associate Director may be vacated at any time by the Board.
- 7. PROCEEDINGS OF DIRECTORS**
- 7.1 Subject to the provisions of these Articles, the Board may meet together for the despatch of business, adjourn and regulate their meetings as they think fit.
- 7.2 The directors shall appoint a director to chair their meetings and may at any time revoke such appointment.
- 7.3 Subject to any provisions to the contrary in these Articles, questions arising at any meeting shall be decided by a majority of votes and each director shall have one vote. In case of an equality of votes, the chairperson shall not have a casting vote.
- 7.4 If no-one has been appointed to chair their meetings of the directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the directors present may appoint one of their number to chair that meeting.
- 7.5 The person appointed to chair the meetings of the directors shall have no functions or powers except those conferred by the Articles or delegated to him or her by the directors.
- 7.6 A meeting may be held by suitable electronic means agreed by the directors in which each participant may communicate with all other participants.
- 7.7 A resolution in writing or electronic form agreed by all of the directors entitled to receive notice of a meeting of the directors and to vote upon the resolution shall be valid and effectual as if it had been passed at a meeting of the directors duly convened and held.

- 7.8 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more directors has signified their agreement.

## **8. UNANIMOUS DECISIONS**

- 8.1 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.
- 8.2 Such a decision may take the form of a resolution in writing signed by each eligible director (whether or not each signs the same document) or to which each eligible director has otherwise indicated agreement in writing.
- 8.3 References in the articles to **eligible directors** are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting (but excluding any director whose vote is not to be counted in respect of that particular matter).
- 8.4 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.

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

- 9.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 9.2 Subject to article 9.4, the quorum for the transaction of business at a meeting of directors is three directors.
- 9.3 A director shall not be counted in the quorum present when any decision is made about a matter upon which that director is not entitled to vote.
- 9.4 For the purposes of any meeting (or part of a meeting) held pursuant to article 11 to authorise a Conflict, if the number of eligible directors in office is less than the quorum required, the quorum for such meeting (or part of a meeting) shall be the number of eligible directors present at such meeting.
- 9.5 Subject to article 9.4, 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:
- 9.5.1 to appoint further directors; or
- 9.5.2 to call a general meeting so as to enable the Members to appoint further directors.

## **10. DIRECTORS' INTERESTS**

Except to the extent that article 11 applies or the terms of any authority given under that article otherwise provide, and without prejudice to such disclosure as is required under the Companies Act 2006, a director may be a party to, or otherwise interested in, any transaction or arrangement with the company and shall be entitled to participate in the decision-making process for quorum and voting purposes on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the company.

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

11.1 Subject to the provisions of the Companies Act 2006 and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director may, notwithstanding his office or that, without the authorisation conferred by this article 11.1, he would or might be in breach of his duty under the Companies Act 2006 to avoid conflicts of interest, be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any undertaking in the same group as the company, or promoted by the company or by any undertaking in the same group as the company, or in which the company or any undertaking in the same group as the company is otherwise interested.

11.2 No director shall:

11.2.1 by reason of his office, be accountable to the company for any benefit which he derives from any office or employment, or from any transaction or arrangement, or from any interest in any undertaking, that is authorised under article 11.1 (and no such benefit shall constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit);

11.2.2 be in breach of his duties as a director by reason only of his excluding himself from the receipt of information, or from participation in decision-making or discussion (whether at meetings of the directors or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under article 11.1; or

11.2.3 be required to disclose to the company, or use in relation to the company's affairs, any confidential information obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under article

11.1 if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection.

11.3 A general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

11.4 The directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a director breaching his duty under the Companies Act 2006 to avoid conflicts of interest, and any director (including the director concerned) may propose that the director concerned be authorised in relation to any matter the subject of such a conflict provided that:

11.4.1 such proposal and any authority given by the directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the directors under the provisions of the articles, except that the director concerned and any other director with a similar interest:

11.4.1.1 shall not be counted for quorum purposes as participating in the decision-making process while the conflict is under consideration;

11.4.1.2 may, if the other directors so decide, be excluded from participating in the decision-making process while the conflict is under consideration; and

11.4.1.3 shall not vote on any resolution authorising the conflict except that, if any such director does vote, the resolution will still be valid if it would have been agreed to if his votes had not been counted; and

11.4.2 where the directors give authority in relation to such a conflict:

11.4.2.1 they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the director concerned and any other director with a similar interest as they may determine, including, without limitation, the exclusion of that director and any other director with a similar interest from the receipt of information, or participation in any decision-making or discussion (whether at meetings of the directors or otherwise) related to the conflict;



- 11.4.2.2 the director concerned and any other director with a similar interest will be obliged to conduct himself in accordance with any terms imposed from time to time by the directors in relation to the conflict but will not be in breach of his duties as a director by reason of his doing so;
- 11.4.2.3 the authority may provide that, where the director concerned and any other director with a similar interest obtains information that is confidential to a third party, the director will not be obliged to disclose that information to the company, or to use the information in relation to the company's affairs, where to do so would amount to a breach of that confidence;
- 11.4.2.4 the authority may also provide that the director concerned or any other director with a similar interest shall not be accountable to the company for any benefit that he receives as a result of the conflict;
- 11.4.2.5 the receipt by the director concerned or any other director with a similar interest of any remuneration or benefit as a result of the conflict shall not constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties;
- 11.4.2.6 the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
- 11.4.2.7 the directors may withdraw such authority at any time.

11.5 Subject to article 11.6, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman, whose ruling in relation to any director other than the chairman is to be final and conclusive.

11.6 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## **12. 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.

**13. NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to a maximum but shall not be less than two.

**14. ALTERNATE DIRECTORS**

It is intended that the directors attend personally and accordingly. A director shall not be permitted to appoint alternates unless (in exceptional circumstances) all the directors agree.

**15. SECRETARY**

Subject to the Companies Act 2006, 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.

**16. CHANGE OF NAME**

16.1 The name of the Company may be changed by:

16.1.1 a decision of the directors; or

16.1.2 a special resolution of the Members,

or otherwise in accordance with the Act.

**17. MEMBERS**

17.1 The subscribers to the memorandum are the first Members of the Company.

17.2 No person shall become a Member of the Company unless:

17.2.1 that person has completed an application for membership in a form approved by the Board;

17.2.2 the Board have approved the application; and

17.2.3 that person has completed a period of probation in accordance with the Rules.

17.3 Membership is not transferable.

17.4 The directors must keep a register of names and addresses of the Members.

**18. SUBSCRIPTION FEES**

All Members must pay to the Company an annual subscription fee, set in accordance with the Rules.

## **19. EXPULSION OF MEMBER**

19.1 The Board may terminate the membership of any member without his consent by giving him written notice if, in the reasonable opinion of the directors of the Company, he:

19.1.1 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 directors into disrepute; or

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

19.1.3 he has failed to observe the terms of these Articles and/or the Rules, including (but not limited to) late or non-payment of subscription fees.

19.2 Following such termination, the member shall be removed from the register of members of the Company.

19.3 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.

19.4 A member whose membership is terminated under this article shall not be entitled to a refund of any subscription fee and he shall remain liable to pay to the Company any subscription or other sum owed by him.

## **20. TERMINATION OF MEMBERSHIP**

20.1 A Member may withdraw from membership of the Company by giving seven days' written notice to the Company.

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

## **DECISION MAKING BY MEMBERS**

### **21. ANNUAL GENERAL MEETINGS**

The Company shall hold an annual general meeting in each calendar year.

### **22. VOTES OF MEMBERS**

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

## **23. POLL VOTES**

23.1 A poll on a resolution may be demanded:

23.1.1 in advance of the general meeting where it is to be put to the vote, or

23.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

23.2 A poll on a resolution may be demanded by:

23.2.1 the chairman of the meeting;

23.2.2 the directors;

23.2.3 any qualifying person (as defined in section 318 of the Companies Act 2006) present and entitled to vote on the resolution.

23.3 A demand for a poll may be withdrawn if:

23.3.1 the poll has not yet been taken, and

23.3.2 the chairman of the meeting consents to the withdrawal.

23.4 A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

23.5 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

## **24. CONTENT OF PROXY NOTICES**

24.1 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:

24.1.1 states the name and address of the member appointing the proxy;

24.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

24.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

24.1.4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the directors at any time prior to the meeting at which

the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).

24.2 The company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.

24.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions, but the company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.

24.4 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and:

24.4.1 has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it, or

24.4.2 has been instructed to vote the same way (either for or against) on the resolution by all of those members except those who have given the proxy discretion as to how to vote on the resolution,

the proxy is entitled to one vote for and one vote against the resolution.

24.5 Unless a proxy notice indicates otherwise, it must be treated as:

24.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

24.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **25. DELIVERY OF PROXY NOTICES**

25.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

25.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

- 25.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 25.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **ADMINISTRATIVE ARRANGEMENTS**

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

- 26.1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- 26.2 Except insofar as the Companies Acts require otherwise, the company shall not be obliged to accept any notice, document or other information sent or supplied to the company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the directors think fit, and the company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.
- 26.3 In the case of a member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of the articles, execution by any director or the secretary of that corporation or any other person who appears to any officer of the company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that corporation.
- 26.4 A member whose registered address is not within the United Kingdom and who notifies the company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to him shall be entitled to have such things served on or delivered to him at that address (in the manner referred to above), but otherwise no such member shall be entitled to receive any notice, document or other information from the company. If the address is that member's address for sending or receiving documents or information by electronic means the directors may at any time without prior notice (and whether or not the company has previously sent or supplied any documents or information in

electronic form to that address) refuse to send or supply any documents or information to that address.

26.5 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

26.6 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

## **27. DEEMED DELIVERY OF DOCUMENTS AND INFORMATION**

27.1 Any document or information sent or supplied by the company shall be deemed to have been received by the intended recipient:

27.1.1 where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;

27.1.2 where (without prejudice to article 27.1.4) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;

27.1.3 where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent;

27.1.4 where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by ICSA: The Governance Institute shall be conclusive evidence that it was sent;

27.1.5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

## **28. RULES**

28.1 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) (**Rules**). 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.

28.2 The Rules may only be varied by an ordinary resolution of the Members.

## **29. INDEMNITY AND INSURANCE**

29.1 Subject to article 29.2 (but without prejudice to any indemnity which a relevant officer is otherwise entitled):

29.1.1 a relevant officer may be indemnified out of the company's assets to whatever extent the directors may determine against:

29.1.1.1 any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the company or any undertaking in the same group as the company;

29.1.1.2 any liability incurred by that officer in connection with the activities of the company or a group undertaking in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);

29.1.1.3 any other liability incurred by that officer as an officer of the company or any undertaking in the same group as the company; and

29.1.2 the company may, to whatever extent the directors may determine, provide funds to meet expenditure incurred or to be incurred by a relevant officer in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the company or any undertaking in the same group as the company, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an



application for relief, or in order to enable the relevant officer to avoid incurring such expenditure.

- 29.2 This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

### **30. INSURANCE**

- 30.1 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.

- 30.2 In this article, a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the company, any undertaking in the same group as the company or any pension fund or employees' share scheme of the company or any undertaking in the same group as the company.