

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

TEES & HARTLEPOOL PORT USERS ASSOCIATION LIMITED

Company No 14567461

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(Adopted by special resolution passed on 9 November 2022)

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

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 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;

Company: means Tees & Hartlepool Port Users Association Limited (CRN: 14567461);

Circulation Date: in relation to a written resolution, has the meaning given to it in the Act;

Clear days: in relation to a period of notice means a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect;

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 and electronic means: have the meaning given to such terms in section 1168 of the Act;

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

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (S/2008/3229);

Objects: means the objects of the Company as stated in article 2;

officer: means a Director, secretary or other officer of the Company from time to time;

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

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;

United Kingdom: means Great Britain and Northern Ireland; and

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 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:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) 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 Definitions contained within the body of these Articles also have the same meaning throughout these Articles.

1.8 The Model Articles shall not apply to the Company.

2. Objects

2.1 The objects for which the Company is established are:

- (a) to develop and promote the economic, efficient and effective movement of goods through the Ports of Tees and Hartlepool in the best interests of the Members;
- (b) to carry on business as a general company;
- (c) any other trade or business as approved by the Members by ordinary resolution from time to time; and
- (d) any other trade or business which may seem to the Company and its directors to be advantageous and to directly or indirectly enhance all or any of the business of the Company.

2.2 Notwithstanding Article 2.1, the Company's objects are unrestricted.

2.3 Without limitation the objects of the Company may be achieved by the Company by:

- (a) exchanging information and co-ordinating the activities of members with a direct involvement in shipping activities within the ports of Tees and Hartlepool;
- (b) consultation, co-operation and negotiation with the Port Authority, Local and National Authorities and any other public or private organisations on matters connected with shipping activities of the ports of Tees and Hartlepool; and
- (c) any other means approved by Members (by ordinary resolution) or the Directors.

3. Powers

3.1 In pursuance of the Objects, the Company has the power to:

- (a) 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;
- (b) 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;

- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) 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;
- (h) enter into contracts to provide services to or on behalf of other bodies;
- (i) provide and assist in the provision of money, materials or other help;
- (j) 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;
- (k) incorporate subsidiary companies to carry on any trade;
- (l) do all such other lawful things as are approved by the Members by ordinary resolution from time to time; and
- (m) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the Objects.

4. Application of income and property

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the 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:

- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- (b) any interest on money lent by any Member or any director at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member or director; or
- (d) reasonable out-of-pocket expenses properly incurred by any officer.

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 remain 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 ordinary 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. Liability of members

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 they are a Member or within one year after they cease to be a Member, for:

- (a) payment of the Company's debts and liabilities contracted before they cease to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.

7. Members

7.1 The subscribers of the Company and such other persons as are admitted to Membership in accordance with these Articles shall be Members of the Company.

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

- (a) applies to the Company using the application process approved by the Directors from time to time but which, at the date of adoption of these Articles, requires an application for Membership to be made in writing to the Company; and
- (b) is approved by the Directors.

7.3 Membership of the Company is only available to an individual or organisation which:

- (a) owns or leases a quay, wharf or jetty within the port area of the River Tees and Hartlepool operating the same for the discharging or loading of vessels or services ancillary thereto;
- (b) is directly engaged in the movement of ships or goods or the provision of services within the ports of Tees and Hartlepool such as but not limited to:
 - (i) Ship owners;
 - (ii) Ship brokers;
 - (iii) Shipping agents;
 - (iv) Ship surveyors;
 - (v) Ship repairers;
 - (vi) Ship riggers; and/or
 - (vii) Cargo surveyors; or
- (c) the Directors in their absolute and sole discretion determine as acceptable from time to time.

7.4 Notwithstanding Article 7.3, the Directors may prescribe other criteria for Membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members (and, for the avoidance of any doubt, shall not be obliged to accept persons fulfilling the criteria set out in Article 7.3 as Members).

7.5 All Members must pay to the Company on becoming a Member and in each subsequent calendar year of Membership an annual subscription fee of such amount, and at such time, to be decided by Members, by ordinary resolution, from time to time or, in the absence of such decision of the Members, by the directors (**Subscription**). The Subscription shall be invoiced to the relevant Members by the Company upon becoming a Member and in each subsequent calendar year of Membership (at the time decided by the Members/directors as stated in this Article 7.5) and such invoice shall be payable within 30 days of the date of invoice.

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

- 7.7 The Company shall maintain a register of Members and any person ceasing to be a Member shall be removed from the register.
- 7.8 Membership is not transferable.
- 7.9 The Directors may establish different classes of membership and set out different rights and obligations for each class, with such rights and obligations recorded in the register of Members, but shall not be obliged to accept any person fulfilling those criteria as a Member.
- 7.10 The Members may, by ordinary resolution, appoint an individual or organisation as an 'Honorary Member' which is a separate class of Membership. Such 'Honorary Members' will be Members of the Company but will not be liable for payment of a Subscription nor possess any voting rights.

8. Termination of Membership

- 8.1 A Member shall cease to be a Member if:
- (a) the Member dies or, if it is an organisation, ceases to exist;
 - (b) the Member resigns or retires or withdraws from Membership by giving at least 7 days' notice to the Company in writing;
 - (c) any Subscription or other sum payable by the Member to the Company is unpaid when due and the Company notifies the Member in writing of the termination of their Membership;
 - (d) the Member is removed from membership by an ordinary resolution of the Members. Such an ordinary resolution may not be passed unless:
 - (i) the Member has been given at least 7 clear days' notice in writing of the meeting of the Members at which the resolution will be proposed; and
 - (ii) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Company) has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The Members must consider any representations made by the Member (or the Member's representative) and inform the Member of their decision following such consideration. There shall be no right of appeal from a decision of the Members to terminate the membership of a Member;
 - (e) the Member 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 and the Company notifies the Member in writing of the termination of their Membership;

- (f) the Member has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole and the Company notifies the Member in writing of the termination of their Membership; or
- (g) the Member has failed to observe the terms of these Articles and/or the Rules and the Company notifies the Member in writing of the termination of their Membership.

8.2 A Member removed from Membership or whose Membership has been terminated shall remain liable to pay to the Company any Subscription or other sum owed by them and shall not be entitled to a refund of any such Subscription or other sum paid by them to the Company.

9. Annual general meetings

9.1 The Company shall hold an annual general meeting each year, with not more than 15 months elapsing between successive annual general meetings.

9.2 Each notice calling an annual general meeting shall specify the meeting as such and each annual general meeting shall take place at such time and place as the Directors shall think fit.

9.3 The business at an annual general meeting shall include:

- (a) the consideration of the accounts, balance sheets, reports of the directors and auditors;
- (b) save for as specified in Article 9.3(c) and Article 9.3(d) below, retirement by rotation of the Directors as set out in Article 19 and the appointment of replacement Directors in accordance with these Articles;
- (c) the election of a person to act as chairperson (**Chairperson**) and a maximum of two persons to act as vice chairpersons (**Vice Chairpersons** and each a **Vice Chairperson**). The Chairperson and Vice Chairperson(s) shall automatically become Directors when so elected and shall retire from their position and as Director at the second annual general meeting held after the annual general meeting in which they were appointed (and shall not be eligible for re-election to the same post for a period of a further two years following their ceasing to hold that position);
- (d) the election of a secretary of the Company (**Secretary**) and a treasurer of the Company (**Treasurer**). The Secretary and Treasurer shall automatically become Directors when so elected and shall retire from their position and as a Director at the annual general meeting held following the annual general meeting in which they were appointed if and when they are replaced as Secretary and Treasurer (as the case may be); and

- (e) the appointment of the auditors (if required or desirable in the discretion of the Members).

9.4 Notwithstanding anything else contained in these Articles, the Members, by ordinary resolution, can remove and replace the Chairperson, any Vice Chairperson, the Secretary, the Treasurer and any other Director at any time from their position (and office as Director) and, upon such decision having been made, the Company shall provide notice to the relevant person(s) in question confirming such a decision.

10. Notice of general meetings

10.1 General meetings, including the annual general meeting, are called on a minimum of 14 clear days' notice save that:

- (a) any general meeting (including an annual general meeting) at which any amendment to these Articles is proposed shall be called on a minimum of 21 clear days' notice; or
- (b) any general meeting (including an annual generally meeting) may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.

10.2 A general meeting that is not an annual general meeting shall be able to be called at the request of six Members (or such less number of Members that are appointed at the relevant time) or by the Directors.

10.3 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted. It shall also include a statement pursuant to the Act setting out the right of Members to appoint proxies.

10.4 The notice shall be given to:

- (a) each Member;
- (b) each Director; and
- (c) the auditor for the time being of the Company (if any).

10.5 Proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

11. Proceedings at general meetings

11.1 Every general meeting of the Company shall have a chair:

- (a) the Chairperson shall chair general meetings of the Company or, if the Chairperson is absent, a Vice Chairperson shall act as chair.
 - (b) If neither the Chairperson or any Vice Chairperson is present within 15 minutes of the time appointed for the meeting, a Member elected by Members present shall chair the meeting.
 - (c) If there is only one Member present and willing to act, that Member shall chair the meeting.
- 11.2 No business shall be transacted at any general meeting unless a quorum is present.
- 11.3 A quorum is:
 - (a) 7 Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting; or
 - (b) If less than 7 Members are appointed, all Members.
- 11.4 If within 30 minutes from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned until such other date, time and place as the Directors shall determine. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, those Members present in person or by proxy and entitled to vote shall be a quorum.
- 11.5 The chair of a general meeting may adjourn such a meeting when a quorum is present, if the meeting consents to an adjournment, and shall adjourn such a meeting if directed to do so by the meeting. The chair shall specify either that the meeting:
 - (a) is to be adjourned to a particular date, time and place; or
 - (b) shall be adjourned to a date, time and place to be appointed by the Directors;and shall have regard to any directions as to date, time and place which have been given by the meeting.
- 11.6 If the meeting is adjourned until more than 14 days after the date on which it was adjourned, the Company shall give at least seven clear days' notice of it to the same persons to whom notice of the Company's general meetings is required to be given and containing the same information which such notice is required to contain.
- 11.7 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.

12. Voting at general meetings

- 12.1 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.
- 12.2 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote. The chair of the meeting shall, in the event of an equality of votes, have a casting vote however, save for that casting vote, the chair shall not have another vote (except if the chair is the only Member appointed where the chair shall then have a vote).
- 12.3 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.
- 12.4 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.
- 12.5 A poll may be demanded by:
- (a) the chair of the meeting;
 - (b) the Directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 12.6 A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken, and
 - (b) the chair of the meeting consents to the withdrawal.
- 12.7 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 12.8 Otherwise, a poll demanded must be taken either immediately or at such time and place as the chair of the meeting directs, provided that it is taken within 30 days after it was demanded. If not taken immediately, either the time and place at which it is to be taken shall be announced at the meeting at which it was demanded or at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

12.9 The poll shall be conducted in such manner as the chair directs and the chair may fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

12.10 If a poll is demanded, this shall not prevent the meeting from continuing to deal with any other business that may be conducted at the meeting.

13. Proxies

13.1 A Member is entitled to appoint another person as a proxy to exercise all or any of the Member's rights to attend and to speak and vote at a meeting of the Company.

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

- (a) states the name and address of the Member appointing the proxy;
- (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (d) 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 any adjourned meeting) to which they relate.

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.

13.3 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

13.4 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.

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

- (a) 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
- (b) 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.

13.6 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.

- 13.7 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.
- 13.8 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.
- 13.9 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.

14. Members which are organisations

- 14.1 An organisation which is a Member of the Company may authorise any person to act as its representative at any meeting of the Company and to exercise, on behalf of the organisation, the rights of the organisation as a member.
- 14.2 The organisation must give written notice of the name of its representative to the Company and, in the absence of such notice, the Company shall not be obliged to recognise the entitlement of the organisation's representative to exercise the rights of the organisation at general meetings. Having received such notice, the Company shall consider that the person named in it as the organisation's representative shall continue to be its representative until written notice to the contrary is received by the Company.
- 14.3 The Company shall be entitled to consider that any notice received by it in accordance with article 14.2 is conclusive evidence that the representative is entitled to represent the organisation and that the representative's authority has not been revoked. The Company shall not be required to consider whether the representative has been properly authorised by the organisation.

15. Written resolutions

- 15.1 Subject to article 15.4, a written resolution of the Members passed in accordance with this article 15 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
- (a) as an ordinary resolution if it is passed by a simple majority of the eligible Members; or
 - (b) as a special resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

- 15.2 Where a resolution is proposed as a written resolution of the Company, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 15.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a special resolution shall be passed as an ordinary resolution.
- 15.4 A Members' resolution under the Act removing a Director or an auditor before the expiration of their term of office may not be passed as a written resolution.
- 15.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 15.6 A Member signifies their agreement to a proposed written resolution when the Company receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:
- (a) if the document is sent to the Company in hard copy form, it is authenticated if it bears the signature of the person sending it;
 - (b) if the document is sent to the Company in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Company or, where no such manner has been specified by the Company, if it is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
- 15.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it. In the case of a Member that is an organisation, its authorised representative may signify its agreement.
- 15.8 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
- 15.9 Communications in relation to written resolutions shall be sent to the Company's auditors in accordance with the Act.
- 15.10 The Members may require the Company to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

16. Directors

- 16.1 Unless otherwise determined by ordinary resolution, the number of Directors shall not be subject to any maximum but shall not be less than one.
- 16.2 When the number of directors appointed is one, the sole director may exercise all powers and authorities vested in the directors by the Model Articles and by these Articles.
- 16.3 A Director may not appoint an alternate director or anyone to act on their behalf at meetings of the Directors.

17. Powers of Directors

- 17.1 Subject to the provisions of the Act, the Articles and any special resolution, the Directors shall be responsible for the management of the Company's business and may exercise all the powers of the Company for that purpose.
- 17.2 No alteration of the Articles or any special resolution shall invalidate any prior act of the Directors.
- 17.3 A meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors.

18. Appointment of Directors

- 18.1 Save for as expressly provided otherwise in these Articles, any person who is willing to act as a Director, and who is permitted by law to do so, may be appointed to be a Director by ordinary resolution of the Members but not by any resolution of the Directors unless such is approved in advance by, or ratified retrospectively by, an ordinary resolution of the Members.
- 18.2 In any case where, as a result of death, the Company has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a Director.
- 18.3 For the purposes of Article 18.2, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.
- 18.4 Where a maximum number of Directors has been fixed, the appointment of a Director must not cause that number to be exceeded.

19. Retirement of Directors

- 19.1 At every annual general meeting all Directors (save for those referred to in Article 9.3(c) and Article 9(d) which shall apply to Chairperson, any Vice Chairperson, the Secretary, and/or the Treasurer in priority to this Article 19.1) shall retire but may then immediately offer themselves for reappointment as Directors.
- 19.2 If a Director is required by the Articles to retire at an annual general meeting the retirement shall take effect on the conclusion of the meeting.
- 19.3 A Director shall be eligible for reappointment following retirement as stated in Article 19.1 immediately.

20. Disqualification and removal of Directors

A Director shall cease to hold office if they:

- (a) are removed by ordinary resolution of the Company pursuant to the Act;
- (b) cease to be a Director by virtue of any provision in the Act or are prohibited by law from being a Director;
- (c) have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- (d) in the written opinion of a registered medical practitioner who is treating the Director, have become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) resign by written notice to the Company;
- (f) are absent from all the meetings of the Directors held within a period of 6 consecutive months, without the permission of the Directors, and the Directors resolve that their office be vacated; or
- (g) are removed from office by a resolution of the Directors that it is in the best interests of the Company that their office be vacated passed at a meeting at which at least half of the Directors are present. Such a resolution must not be passed unless:
 - (i) the Director has been given at least 14 clear days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it will be proposed; and
 - (ii) the Director has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Directors must consider any representations made by the Director (or the Director's representative) and inform the Director of their decision

following such consideration. There shall be no right of appeal from a decision of the Directors to terminate the Directorship of a Director.

21. Proceedings of Directors

- 21.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.
- 21.2 Acts done by a meeting of the Directors or of a committee or by a person acting as a Director shall not be invalidated by the subsequent realisation that:
- (a) the appointment of any such Director or person acting as a Director was defective; or
 - (b) any or all of them were disqualified; or
 - (c) any or all of them were not entitled to vote on the matter.
- 21.3 There shall be at least one meeting of the Directors in every three calendar month period from the date of adoption of these Articles.

22. Calling a Directors' meeting

- 22.1 Any Director, the Chairperson and/or any Vice Chairperson and/or any two Members may call a meeting of the Directors by giving notice of the meeting to the Directors or by authorising the company secretary (if any), the Secretary or the Chairperson (or any Vice Chairperson) to give such notice.
- 22.2 Six days' notice of a meeting of the Directors must be given to each Director, but need not be in writing. The notice must specify:
- (a) the time, date and place of the meeting;
 - (b) the general particulars of the business to be considered at the meeting; and
 - (c) if it is anticipated that the 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.
- 22.3 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.

23. Participation in Directors' meetings

- 23.1 Any Director may participate in a meeting of the Directors in person or by means of video conference, telephone or any suitable electronic means agreed by the Directors

and by which all those participating in the meeting are able to communicate with all other participants.

- 23.2 If all the Directors participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 23.3 The Chairperson (or the chairperson of any meeting of the Directors) may adjourn any meeting of the directors to such place and date/time as determined by the meeting of the Directors.
- 23.4 Any Member may submit, in writing to the Company, any matter that the Member wishes to be discussed by the Directors and, with the prior written consent of the Chairman or a Vice Chairman, may be present and speak at the meeting of the Directors in respect of such matter within which the matter is to be discussed.

24. Quorum for Directors' meetings

- 24.1 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, provided it shall not be less than three and, unless otherwise fixed, it is three save that where there are less than three Directors in office, the quorum shall be all Directors in office.
- 24.2 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 24.3 If the total number of Directors for the time being is less than the quorum required for decision-making by the Directors, the Directors shall not take any decision other than a decision to:
 - (a) appoint further Directors; or
 - (b) call a general meeting so as to enable the members to appoint further Directors.

25. Chairing Directors' meetings

Every meeting of the Directors shall have a chair:

- (a) the Chairperson shall chair meetings of the Directors or, if the Chairperson is absent, a Vice Chairperson shall act as chair.
- (b) If neither the Chairperson or any Vice Chairperson is present within 15 minutes of the time appointed for the meeting, a Director elected by Directors present shall chair the meeting.
- (c) If there is only one Director present and willing to act, that Director shall chair the meeting.

26. Decision-making by Directors

- 26.1 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 26.
- 26.2 Each Director has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a casting vote as well as any vote the chair is entitled to as a Director.

27. Unanimous decisions by Directors

- 27.1 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.
- 27.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- 27.3 References in this article 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.
- 27.4 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.

28. Delegation by Directors

- 28.1 The Directors may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee.
- 28.2 The Directors may delegate the implementation of their decisions or day-to-day management of the affairs of the Company to any person or committee.
- 28.3 The terms of reference of a committee may include conditions imposed by the Directors, including that:
- (a) the relevant powers are to be exercised exclusively by the committee to whom the Directors delegate; and
 - (b) no expenditure or liability may be incurred on behalf of the Company except where approved by the Directors or in accordance with a budget previously agreed by the Directors.

- 28.4 Persons who are not Directors may be appointed as members of a committee, subject to the approval of the Directors.
- 28.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors. In addition to the foregoing, any decision of any committee must be approved or ratified by the Directors before the decision becomes binding on the Company.
- 28.6 The terms of any delegation to a committee shall be recorded in the minute book.
- 28.7 The Directors may revoke or alter a delegation.
- 28.8 All acts and proceedings of any committee shall be fully and promptly reported to the Directors.
- 29. Conflicts of interests**
- 29.1 A Director must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.
- 29.2 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/her/its duty to avoid conflicts of interest under section 175 of the Act.
- 29.3 Any authorisation under this Article shall be effective only if:
- (a) 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;
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - (c) 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.
- 29.4 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) 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;
- (c) provide that the Interested Director shall or shall not be entitled to vote (and form part of the quorum) in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his/her/its involvement in the Conflict and otherwise than through his/her/its position as a director of the Company) information that is confidential to a third party, he/she/it 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
- (f) permit the Interested Director to absent him/her/itself 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.

29.5 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct him/her/itself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.

29.6 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.

29.7 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/she/it 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.

29.8 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he/she/it has declared the nature and extent of his/her/its 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:

- (a) 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;
- (b) shall be entitled to vote (and form part of the quorum) 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/she/it is interested;
- (c) may act by him/her/itself or his/her/its firm in a professional capacity for the Company (otherwise than as auditor) and he/she/it or his/her/its firm shall be entitled to remuneration for professional services as if he/she/it were not a Director;
- (d) 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
- (e) shall not, save as he/she/it may otherwise agree, be accountable to the Company for any benefit which he/she/it (or a person connected with him/her/it (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/her/its duty under section 176 of the Act.

30. Secretary and Treasurer remuneration

The Members may choose the remuneration for the Secretary and Treasurer by ordinary resolution from time to time.

31. Minutes

The Directors shall cause the Company to keep the following records in writing and in permanent form:

- (a) minutes of proceedings at general meetings;
- (b) minutes of meetings of the Directors and of committees of the Directors, including the names of the Directors present at each such meeting;
- (c) copies of resolutions of the Company and of the Directors, including those passed otherwise than at general meetings or at meetings of the Directors; and
- (d) particulars of appointments of officers made by the Directors.

32. Records and accounts

- 32.1 The Directors shall comply with the requirements of the Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Company Commission of:
- (a) annual reports;
 - (b) annual returns; and
 - (c) annual statements of account.
- 32.2 Accounting records relating to the Company must be made available for inspection by any Directors at any reasonable time during normal office hours.
- 32.3 A copy of the Company's latest available statement of account shall be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Company's reasonable costs of fulfilling the request, within two months of such request.

33. Communications

- 33.1 The Company may deliver a notice or other document to a Member:
- (a) by delivering it by hand to the address recorded for the Member in the register of Members;
 - (b) by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address recorded for the Member in the register of Members;
 - (c) by fax to a fax number notified by the Member in writing;
 - (d) by electronic mail to an address notified by the Member in writing;
 - (e) by a website, the address of which shall be notified to the Member in writing; or
 - (f) by advertisement in at least two national newspapers.
- 33.2 This Article does not affect provisions in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.
- 33.3 If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
- 33.4 If a notice or document is sent:

- (a) by post or other delivery service in accordance with article 33.1(b), it is treated as being delivered:

- (i) 24 hours after it was posted, if first class post was used; or
 - (ii) 72 hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

- (iii) properly addressed; and
 - (iv) put into the post system or given to delivery agents with postage or delivery paid.
- (b) by fax, it is treated as being delivered at the time it was sent;
- (c) by electronic mail, it is treated as being delivered at the time it was sent;
- (d) by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was 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.

- 33.5 If a notice is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

34. Irregularities

The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

35. Indemnity

- 35.1 Subject to article 35.2, but without prejudice to any indemnity to which they may otherwise be entitled:
- (a) every Director or former director of the Company shall be indemnified out of the assets of the Company in relation to any liability they incur in that capacity; and
 - (b) every other officer or former officer of the Company may be indemnified out of the assets of the Company in relation to any liability they incur in that capacity.

35.2 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.

36. Rules

36.1 The Directors may from time to time establish such rules as they may consider necessary for or conducive to the effective operation of the Company. In particular, but without prejudice to the generality of the above, such rules may regulate:

- (a) the admission of Members of the Company, their rights and privileges and other conditions of membership;
- (b) the conduct of Members in relation to one another and to the Company's employees and volunteers; and
- (c) the procedure at general meetings and meetings of the Directors and committees to the extent that such procedure is not regulated by the Act or by the Articles.

36.2 The Company in general meeting may alter, add to or repeal the rules by special resolution.

36.3 The rules shall be binding on all Members and no rule shall be inconsistent with or shall affect or repeal anything contained in the Articles.