

**Company number 05227778**

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION  
OF  
COUNTRYSIDE ALLIANCE  
INCORPORATED ON 10 SEPTEMBER  
2004**

**(ADOPTED BY SPECIAL  
RESOLUTION ON [DATE] AND  
TAKING EFFECT ON [DATE])**

## PART 1: DEFINED TERMS AND INTERPRETATION

### 1 DEFINED TERMS AND INTERPRETATION

1.1 In the Articles, unless the context requires otherwise:

<b>Act</b>	or any numbered section of it, means the Companies Act 2006 or such section as amended, restated or re-enacted from time to time;
<b>Chair</b>	has the meaning given in Article 12;
<b>Chair of the meeting</b>	has the meaning given in Article 33;
<b>Company</b>	the Company governed by these Articles called Countryside Alliance;
<b>Director</b>	a director of the Company;
<b>Effective Date</b>	the date on which these articles of association shall take effect under the terms of the Special Resolution adopting them;
<b>Electronic Communication</b>	any document or information sent or supplied in electronic form (for example by email or fax) within the meaning of section 1168 of the Act;
<b>General Meeting</b>	a general meeting or annual general meeting of the Company, attended by the Members;
<b>Member</b>	the meaning given in section 112 of the Act and having the right to attend and vote at general meetings of the Company;
<b>Model Articles</b>	the model articles of association for a private Company limited by guarantee set out in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI2008/3229) and any amendment or replacement from time to time;
<b>Objects</b>	The Company's objects as defined at Article 2;
<b>Ordinary Resolution</b>	has the meaning given in section 282 of the Act and includes such a resolution passed by written resolution;
<b>Proxy Notice</b>	has the meaning given in Article 39;
<b>Secretary</b>	the company secretary (if any) and includes any joint, assistant or deputy Secretary;
<b>Special Resolution</b>	has the meaning given in section 283 of the Act and includes such a resolution passed by written resolution;

**Statutes** the Act, and every other statute or statutory instrument, law or regulation for the time being in force and concerning companies in so far as they apply to the Company;

**Virtually Present** means attendance at a meeting personally by means of attending via an electronic meeting platform or similar virtual conferencing arrangement whereby all those participating can hear each other and communicate effectively with each other throughout the meeting. A person participating in a meeting in this manner shall be deemed to be 'present in person' at such meeting and shall be entitled to be counted in the quorum and to vote accordingly.

1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act.

1.3 A reference to:

1.3.1 words importing the singular only shall include the plural and vice versa;

1.3.2 "in writing" or "written" includes Electronic Communication but excludes text messaging via mobile phone; and

1.3.3 "clear" or "clear days" in relation to a period of notice means the period excluding the day on which the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

1.4 The Model Articles shall not apply to the Company.

## **PART 2: OBJECTS**

### **2 OBJECTS**

The objects for which the Company is established are specifically restricted to:

2.1 promote the conservation, protection and improvement of the physical and natural environment by supporting access and conservation projects and programmes that protect features of wildlife, flora and fauna in the British countryside generally and responsible and sustainable use of these environments;

2.2 promote agriculture, game and food production for the public benefit;

2.3 preserve, protect and promote the heritage and practice of activities relating to wildlife, the countryside, wildlife management including hunting, shooting and fishing together with the management of the natural environment;

2.4 educate the public on subjects pertaining to the conservation protection and enjoyment of the countryside and the history, heritage and practices of agriculture and the management of the physical and natural environment and to conduct or commission research into such practices and management,

publishing the useful results of such research;

- 2.5 promote sustainable development (meaning improving the quality of life while living within the carrying capacity of supporting ecosystems and the natural environment) for the benefit of the public by: (i) the preservation, conservation and the protection of the environment and the prudent use of natural resources; and (ii) conducting or commissioning research and publishing the useful results of such research; .
- 2.6 relieve need and disadvantage, particularly in relation to rural economies and communities; and
- 2.7 preserve and protect the rural environment and to advance rural community life.

### **PART 3: APPLICATION OF INCOME AND PROPERTY AND DIRECTORS' BENEFITS**

#### **3 APPLICATION OF INCOME AND PROPERTY**

- 3.1 The income and property of the Company shall be applied solely towards the promotion of the Objects, and no part thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Members. This does not prevent a Member receiving a benefit from the Company in the capacity of a beneficiary of the Company.

### **PART 4: DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **4 DIRECTORS' GENERAL AUTHORITY**

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

#### **5 MEMBERS' RESERVE POWER**

- 5.1 The Members may, by ordinary resolution, direct the Directors to take, or refrain from taking, specified action.
- 5.2 No such Members' resolution invalidates anything which the Directors have done before the passing of the resolution.

#### **6 DIRECTORS MAY DELEGATE**

- 6.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
  - 6.1.1 to such person or committee;

6.1.2 by such means (including by power of attorney);

6.1.3 to such an extent;

6.1.4 in relation to such matters or territories; and

6.1.5 on such terms and conditions,

as they think fit.

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

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

## **7 COMMITTEES OF THE BOARD**

7.1 Committees of the board to which the Directors delegate any of their powers must contain at least one Director and must 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.

7.2 The Directors may make rules of procedure for all or any committees of the board, which prevail over any rules or bye-laws derived from the Articles if they are not consistent with them.

## **DECISION-MAKING BY DIRECTORS**

### **8 MEETINGS OF DIRECTORS**

8.1 Subject to the provisions of these Articles, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

8.2 At any time any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Directors.

8.3 Any such summons shall specify where, when and how the meeting is to be held. Any Director may waive notice (on their own account) of any meeting and such waiver may be retrospective.

8.4 All acts done in good faith by any meeting of the Directors or of any committee shall, notwithstanding it be discovered afterwards that there was some defect in the appointment or continuance in office of any such persons or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director or member of the committee as the case may be.

### **9 QUORUM FOR MEETINGS AND VOTING**

9.1 The quorum necessary for the transaction of business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number shall be

three save that: (a) the quorum for the purposes for authorising a conflict of interest under article 13.2 shall be two non-conflicted Directors; and (b) where a Director has a conflict of interest such they may not be counted in the quorum under article 14.2, the quorum shall be reduced to two non-conflicted Directors.

- 9.2 A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.
- 9.3 Questions arising at any meeting of the Directors shall be determined by a majority of votes. In case of an equality of votes the Chair of the Board shall have a second or casting vote.

## 10 MEETINGS BY CONFERENCE TELEPHONE ETC

- 10.1 All or any of the Directors or any committee of the Directors may participate in a meeting of the Directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear and speak to each other throughout the meeting.
- 10.2 A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly.
- 10.3 Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chair then is.

## 11 RESOLUTIONS IN WRITING

- 11.1 A resolution executed by all the Directors, or by all the members of a committee constituted under these Articles, shall be as valid and effectual as if it had been passed at a meeting of the Directors, or (as the case may be) at a meeting of that committee, which in every case was duly convened and held.
- 11.2 For the purposes of this Article 11:
- 11.2.1 a resolution shall consist of one or more written instruments or one or more Electronic Communications sent to an address specified for the purpose by the Secretary, or a combination of them, provided that each such written instrument and Electronic Communication (if more than one) is to the same effect;
- 11.2.2 a written instrument is executed when the person executing it signs it;
- 11.2.3 an Electronic Communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the Secretary shall prescribe;
- 11.2.4 the Directors, or (as the case may be) members of a committee constituted under these Articles, need not execute the same written instrument or Electronic Communication;
- 11.2.5 a resolution shall be effective when the Secretary certifies that sufficient evidence has been received by him/her that the resolution has been

executed in accordance with this Article 11; and

11.2.6 if no Secretary is appointed, the Chair of the Board shall perform the functions of the Secretary under this Article 11.

## **12 CHAIRING OF DIRECTORS' MEETINGS**

12.1 The Chair of the Board appointed by the Directors chairs all Directors' meetings.

12.2 The Directors may terminate the Chair's appointment at any time.

12.3 If the Chair is unwilling or unable to participate in a Director's meeting and in their absence the Directors have not made arrangements in advance for one of their number to chair the meeting, the Directors participating in the meeting must appoint one of their number to chair it.

## **13 DIRECTORS' CONFLICTS OF INTEREST**

13.1 A Director must declare to the other Directors any situation of which they are aware they have, or could have, a direct or indirect interest that conflicts, or possibly might conflict, with the interests of the Company unless it relates to a contract, transaction or arrangement with the Company or the matter has been authorised by the Directors or the situation cannot reasonably be regarded as likely to give rise to a conflict of interest.

13.2 The Directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law any conflict or potential conflict disclosed under Article 13.1. Provided that for this purpose the Director in question and any other interested Director are not counted in the quorum for any resolution at any board meeting pursuant to which such conflict or potential conflict is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

13.3 A Director shall not, by reason of their office, be accountable to the Company for any benefit which they derive from any matter where the conflict or potential conflict has been authorised by the Directors pursuant to Article 13.2 (subject in any such case to any limits or conditions to which such authorisation was subject).

## **14 DIRECTORS' INTEREST IN A CONTRACT WITH THE COMPANY**

14.1 A Director who becomes aware that they are in any way, directly or indirectly interested in a proposed or existing contract, transaction or arrangement with the Company must declare the nature and extent of that interest to the other Directors unless it cannot reasonably be regarded as likely to give rise to a conflict of interest.

14.2 Save as herein provided, a Director shall not vote in respect of any contract, transaction or arrangement with the Company in which they have an interest which is to their knowledge a material interest otherwise than by virtue of being a member or otherwise in or through the Company. A Director shall not be counted in the quorum at the meeting in relation to any resolution on which they are debarred from voting.

- 14.3 Subject to the provisions of the Act and always to the provisions of Article 14, a director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning:
- 14.3.1 the giving of any security, guarantee or indemnity in respect of a debt or obligation of the Company or any subsidiary for which they have assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
  - 14.3.2 any arrangement for the benefit of Directors or employees of the Company or directors or employees of any subsidiary which does not award them any privilege or benefit not generally awarded to the other persons to whom such arrangement relates.
- 14.4 If any question shall arise at any time as to the materiality of a director's interest or as to the entitlement of any director to vote and such question is not resolved by their voluntarily agreeing to abstain from voting, such question shall be referred to the person chairing the meeting (or if the Director concerned is the chair of the meeting to the other Directors at the meeting) and their ruling shall be final and conclusive except in a case where the nature or extent of the interests of such Director has not been fairly disclosed.
- 14.5 Subject as otherwise provided in the Act or these Articles, a Director may be in any way, directly or indirectly, interested in any contract or arrangement or transaction with the Company or any group company and they may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any group company) under the Company, any group company or any other company in which the Company is in any way interested and they (or any firm of which they are a member) may act in a professional capacity for the Company or any group company or any such other company and be remunerated therefor and in any such case as aforesaid (save as otherwise agreed) they may retain for their own absolute use and benefit all profits and advantages accruing to them thereunder or in consequence thereof.

## 15 MEANS OF DISCLOSURE

- 15.1 An interest of a Director to be disclosed under Articles 13 or 14 may be declared at a meeting of Directors, by notice in writing pursuant to section 184 of the Act or by means of a general notice under section 185 of the Act.

## 16 CONNECTED PERSONS INTERESTS AND WAIVER

- 16.1 For the purposes of Article 13 and 14 above an interest of a person who is, connected with a Director (within the meaning of section 252 of the Act) shall be treated as an interest of the Director.
- 16.2 The Members may by ordinary resolution suspend or relax the provisions of Article 14 to any extent or ratify any transaction not duly authorised by reason of a contravention of Article 14.

## 17 RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in writing, for at least 10



years from the date of the decision recorded, of every decision taken by the Directors.

## **18 APPOINTMENT AND RETIREMENT OF DIRECTORS**

Directors shall be appointed/re-appointed as subsequently provided in the Articles.

- 18.1 The Directors serving as at the Effective Date may continue to complete the terms of office for which they were appointed, subject to article 19.
- 18.2 With effect from the Effective Date, save as otherwise provided in the Articles, the Directors may appoint a person who is willing to act as a Director to fill a vacancy or on the Board (such number of vacancies to be determined by the Directors).
- 18.3 The number of Directors shall not be less than three.
- 18.4 Directors shall be appointed for a term of three years, commencing from the end of the meeting at which they were appointed.
- 18.5 Upon the expiry of their office pursuant to Article 18.3 a Director may be re-appointed for a further term of three years. There shall not be a limit to the number of terms in office that a Director may be elected to serve.
- 18.6 No person may be appointed as a Director:
  - 18.6.1 unless he/she has attained the age of 18 years; or
  - 18.6.2 in circumstances such that, had he/she already been a Director, he/she would have been disqualified from acting under the provisions of Article 19.

## **19 TERMINATION OF DIRECTOR'S APPOINTMENT**

A person ceases to be a Director:

- 19.1 if by notice in writing to the Company they resign (but only if at least three Directors remain in office when the notice of resignation is to take effect);
- 19.2 if they are removed by notice in writing to the Company signed by a majority of the Members;
- 19.3 if they cease to hold office by reason of any order made under the Company Directors Disqualification Act 1986, or by virtue of any provision of the Statutes;
- 19.4 if they are removed from office by a resolution duly passed pursuant to Section 168 of the Act;
- 19.5 if they are absent from three consecutive meetings of the Directors without the consent of the Chair;
- 19.6 if they become incapable by reason of mental disorder, illness or injury of managing and administering their own affairs; or
- 19.7 if they are convicted of any criminal offence, other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Company; or
- 19.8 if they do anything which in the reasonable opinion of the Directors brings or is likely to

bring the name and/or reputation of the Company, its Directors and/or its Members into disrepute.

## **20 DIRECTORS' REMUNERATION**

20.1 Directors may undertake any services for the Company that the Directors decide.

20.2 Directors may be paid such reasonable and proper remuneration as the Directors may determine:

20.2.1 for their services to the Company as Directors; and

20.2.2 for any other service which they undertake for the Company.

20.3 Subject to the Articles, a Director's remuneration may:

20.3.1 take any form; and

20.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

20.4 Unless the directors decide otherwise, Directors' remuneration accrues from day to day.

20.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of any other group company or of any other body corporate in which the Company is interested.

## **21 DIRECTORS' EXPENSES**

21.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

21.1.1 meetings of Directors or committees of Directors;

21.1.2 general meetings; or

21.1.3 separate meetings of the holders of any class of shares or of debentures of the Company;

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

21.2 The Company may also fund a director's expenditure for the purposes permitted under the Act and may do anything to enable a director to avoid incurring such expenditure as provided in the Act.

## **22 DIRECTORS' INDEMNITY**

22.1 Subject to Article 22.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

22.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an

associated company,

22.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated company in his/her capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and

22.1.3 any other liability incurred by that director as an officer of the Company or an associated company.

22.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

22.3 In this Article:

22.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

22.3.2 a “relevant director” means any director or former director of the Company or an associated company.

## 23 DIRECTORS INDEMNITY INSURANCE

23.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

23.2 In this Article:

23.2.1 a “relevant director” means any director or former director of the Company or an associated company;

23.2.2 a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company; and

23.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## PART 5: BECOMING AND CEASING TO BE A MEMBER

### 24 ELIGIBILITY FOR MEMBERSHIP

24.1 With effect from the Effective Date, the Directors shall be Members and only Directors shall be eligible to be admitted as Members. Every Director shall be deemed to agree to be a Member and shall automatically be admitted as a Member upon their appointment as a Director.

24.2 Persons who are Members (but not Directors) as at the Effective Date (the ‘**Legacy Members**’) may each continue to be a Member only until the expiry of their current Membership year, subject to article 25. It is intended that Legacy Members shall be invited to join The Countryside Alliance Foundation (company no. 05669451 and charity no. 1121034) as associate members following the Effective Date.

## **25 TERMINATION OF MEMBERSHIP**

A Member shall forthwith cease to be a Member (PROVIDED ALWAYS THAT at least one Member remains on the Register of Members thereafter):

- 24.3 if by notice in writing to the Company, the Member resigns their Membership;
- 24.4 if the Member fails to pay any subscription or other monies due to the Company and such debts remain unsettled after a period of 3 months; or
- 24.5 if the Member does anything which in the reasonable opinion of the Directors brings, or is likely to bring the name and reputation of the Company, its Directors and/or its Members into disrepute; or
- 24.6 If the Directors, acting reasonably, decide it is in the best interests of the Company to remove the Member.

## **25 TRANSFER OF MEMBERSHIP**

Membership of the Company is not transferable.

## **PART 6: ORGANISATION OF GENERAL MEETINGS**

### **26 GENERAL MEETINGS**

- 26.1 The Directors may whenever they think fit convene a General Meeting.
- 26.2 The Company is not obliged to hold Annual General Meetings, but the Directors may at their discretion decide to convene a General Meeting and allocate it as an Annual General Meeting.

### **27 CALLING GENERAL MEETINGS**

- 27.1 A General Meeting of the Company shall be called by at least 28 days' clear notice.
- 27.2 The Company may give such notice by any means or combination of means permitted by the Act.
- 27.3 A General Meeting, notwithstanding that it has been called by a shorter notice than that specified above, shall be deemed to have been duly called if it is so agreed by a majority in number of the Members, being a majority who together hold not less than 90 per cent of the total voting rights.

### **28 NOTICE OF GENERAL MEETINGS**

- 28.1 Every notice calling a General Meeting shall specify the place and the day and hour of the meeting.
- 28.2 There shall appear with reasonable prominence in every such notice a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote instead of them.
- 28.3 The text of each special resolution to be proposed at the General Meeting shall be set

out in the notice. The text of, or sufficient information to enable a Member to understand the purpose of, each ordinary resolution shall be set out in the notice.

## **29 HYBRID AND VIRTUAL GENERAL MEETINGS**

- 29.1 The Directors may decide at their discretion to hold a General Meeting as a hybrid or virtual General Meeting allowing the Members to be Virtually Present at the meeting.
- 29.2 A Member so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly.
- 29.3 In the case of a hybrid or virtual General Meeting the Directors (and in the case of decisions which need to be taken during the course of the meeting, the person chairing the meeting) shall have discretion to determine the most practical way (including using an electronic voting platform) for votes to be cast either on a show of hands or on a poll.
- 29.4 Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair then is

## **30 QUORUM FOR GENERAL MEETINGS**

If the Company only has one Member that Member shall be a quorum. In any other case a General Meeting shall be quorate when two thirds of the Members are present at the meeting. A Member or their properly appointed proxy shall count for the purposes of the quorum. No business other than the appointment of the Chair of the meeting is to be transacted at a General Meeting if the persons attending it do not constitute a quorum.

## **31 CHAIRING GENERAL MEETINGS**

- 31.1 The Chair shall preside as chair person at every General Meeting at which they shall be present, but if they cannot be present they may appoint another Director to act as their deputy and to chair the meeting in their absence. If neither the Chair or their appointed deputy are present within fifteen minutes after the time appointed for holding a meeting, or are unwilling to preside, the Members present shall choose a Member to preside at that meeting.
- 31.2 The person appointed to chair a meeting in accordance with Article 33.1 is referred to as “the chair of the meeting”.

## **32 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

- 32.1 Directors may attend and speak at General Meetings, whether or not they are Members.
- 32.2 The Chair of the meeting may permit other persons who are not:
- 32.2.1 Members; or
  - 32.2.2 otherwise entitled to exercise the rights of Members in relation to General Meetings,

to attend and speak at a General Meeting.

### **33 ADJOURNMENT**

- 33.1 If the persons attending a General Meeting within half an hour (or longer if those present and eligible to vote agree) of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present the Chair of the meeting must adjourn it.
- 33.2 The Chair of the meeting may adjourn a General Meeting at which a quorum is present if:
- 33.2.1 the meeting consents to an adjournment; or
  - 33.2.2 it appears to the Chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 33.3 The Chair of the meeting must adjourn a General Meeting if directed to do so by the meeting.
- 33.4 When adjourning a General Meeting, the Chair of the meeting must:
- 33.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
  - 33.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 33.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 33.5.1 to the same persons to whom notice of the Company's General Meetings is required to be given; and
  - 33.5.2 containing the same information which such notice is required to contain.
- 33.6 No business may be transacted at an adjourned General Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

### **34 VOTING: GENERAL**

- 34.1 A resolution put to the vote at a General Meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 34.2 Every Member shall have one vote.

### **35 ERRORS AND DISPUTES**

- 35.1 No objection may be raised to the qualification of any person voting at a General Meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 35.2 Any such objection must be referred to the Chair of the meeting, whose decision is final.

## 36 POLL VOTES

36.1 A poll on a resolution may be demanded:

36.1.1 in advance of the General Meeting where it is to be put to the vote; or

36.1.2 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.

36.2 A poll may be demanded by:

36.2.1 the Chair of the meeting;

36.2.2 the Directors;

36.2.3 two or more persons having the right to vote on the resolution; or

36.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Members.

36.3 A demand for a poll may be withdrawn if:

36.3.1 the poll has not yet been taken; and

36.3.2 the Chair of the meeting consents to the withdrawal.

36.4 Polls must be taken immediately and in such manner as the Chair of the meeting directs.

## 37 CONTENT OF PROXY NOTICES

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

37.1.1 states the name and address of the Member appointing the proxy;

37.1.2 identifies the person appointed to be that Member’s proxy at the General Meeting;

37.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

37.2 The Directors may require proxy notices to be delivered in a particular form and, subject to the Act, by a particular time and may specify different forms for different purposes.

37.3 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.

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

37.4.1 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

37.4.2 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.

## **38 DELIVERY OF PROXY NOTICES**

- 38.1 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.
- 38.2 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.
- 38.3 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.
- 38.4 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.

## **39 AMENDMENTS TO RESOLUTIONS**

- 39.1 An Ordinary Resolution to be proposed at a General Meeting may be amended by Ordinary Resolution if:
- 39.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the General Meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chair of the meeting may determine); and
  - 39.1.2 the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.
- 39.2 A Special Resolution to be proposed at a General Meeting may be amended by Ordinary Resolution, if:
- 39.2.1 the Chair of the meeting proposes the amendment at the General Meeting at which the resolution is to be proposed; and
  - 39.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 39.3 If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, then his/her error does not invalidate the vote on that resolution.

## **40 RESOLUTIONS IN WRITING**

- 40.1 A resolution executed by such number of Members as would have been required to vote for the resolution had it been proposed in a General Meeting at which all of the Members were present and voting shall be as valid and effectual as if it had been passed at a General Meeting duly convened and held.
- 40.2 For the purposes of this Article 42:



- 40.2.1 a resolution shall consist of one or more written instruments (including faxes) or one or more Electronic Communications sent to an address specified for the purpose by the Secretary, or a combination of them, provided that each such written instrument and Electronic Communication (if more than one) is to the same effect;
- 40.2.2 a written instrument is executed when the person executing it signs it;
- 40.2.3 an Electronic Communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the Secretary shall prescribe;
- 40.2.4 the Members need not execute the same written instrument or Electronic Communication;
- 40.2.5 a resolution shall be effective when the Secretary certifies that sufficient evidence has been received by him/her that the resolution has been executed in accordance with this Article 42;
- 40.2.6 if no Secretary is appointed, the chair shall perform the functions of the Secretary under this Article 42;
- 40.2.7 the resolution must be accompanied by a statement informing the Member how to signify his/her agreement to it and the date by which this is to be done;
- 40.2.8 a proposed written resolution will lapse if it is not passed before 28 days from the circulation date; and

## **PART 7: LIABILITY OF MEMBERS AND DISSOLUTION**

### **41 LIABILITY OF MEMBERS**

Each Member undertakes that, if the Company is wound up while they are a Member or within one year after they cease to be a Member, they will contribute an amount to the assets of the Company as may be required for:-

- 41.1 payment of the Company's debts and liabilities contracted before they cease to be a Member;
- 41.2 payment of the costs, charges and expenses of winding up; and
- 41.3 adjustment of the rights of the contributories among themselves,

provided that any amount payable by a Member under this Article 43 shall not in aggregate exceed £1.

### **42 DISTRIBUTION OF ASSETS ON WINDING UP/DISSOLUTION**

- 42.1 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members but shall be given or transferred to such other organisation as the Members of the Company shall resolve at or before the time of dissolution.

## **PART 8: ADMINISTRATIVE ARRANGEMENTS**

### **43 MEANS OF COMMUNICATION TO BE USED**

- 43.1 Any notice to be sent to or by any person pursuant to these Articles including a notice calling a meeting of the Directors shall be in writing and may be delivered or sent by post or using Electronic Communications to an address for the time being notified for that purpose to the person giving the notice. In this Article “address” in relation to Electronic Communications, includes any number or address used for the purpose of such communications.
- 43.2 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.
- 43.3 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.
- 43.4 Subject to Article 45.3, any notice, if served by post, shall be deemed to have been served 48 hours after it was posted, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, prepaid and posted.
- A notice or other document sent by Electronic Communication shall be deemed to have been delivered 48 hours following the date on which the communication was sent. If a notice, document or information posted on the Company’s website was already on the Company’s website at the time the notice was sent to the Member, it will be deemed to have been sent on the day the notice was sent but if the notice, document or information was not on the Company’s website on the date the said notice was sent then it will be deemed to have been sent on the day on which it appears on the website.

### **44 WEBSITE COMMUNICATION**

- 44.1 The Company may send any notice, document or other information to Members by making them available on the Company’s website provided that:
- 44.1.1 each Member has been asked individually by the Company to agree to communication via the Company’s website (either generally or in relation to a specific notice, document or information);
- 44.1.2 the Company’s request states clearly that if the Member fails to respond to the request within twenty-eight days of the date on which the request is sent, he/she will be deemed to have given such consent; and
- 44.1.3 the Company’s request is not sent less than twelve months after a previous request made to the Member in relation to a similar class of documents.
- 44.2 The Company must notify each Member who has agreed to receive communications

through the Company's website of the presence of the information on the website, the website address, the place on the website where the information can be found and how to access the information.

- 44.3 Any notice, document or information posted on the Company's website must be in a form that the Member can read and take a copy of. The notice, document or information must be available on the Company's website for either twenty-eight days from the date the notification was sent to the Member or for such other period as may from time to time be specified in the Act.

45 **SECRETARY**

A Secretary may be appointed by the Directors for such time, at such remuneration and upon such conditions as the Directors may think fit, and any Secretary so appointed may be removed by the Directors. The Directors may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

46 **ACCOUNTS**

- 46.1 The Directors shall cause proper and adequate books of account to be kept to enable accounts to be prepared which comply with the relevant provisions of the Act. Proper and adequate books shall not be deemed to be kept and/or deemed sufficient if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Company, to show and explain its transactions and to disclose with reasonable accuracy at any time, the financial position of the Company at any time.

- 46.2 The books of account shall be kept at the registered office of the Company, or, subject to section 388 of the Act, at such other place or places as the Directors shall think fit and shall always be open to the inspection of any Director.

- 46.3 The Company must, pursuant to section 423 of the Act, send a copy of its annual accounts and reports for each financial year to every Member, to every holder of the Company's debentures and to every person who is entitled to receive notice of general meetings. Copies need not be sent to a person for whom the Company does not have a current address as defined in section 423 of the Act.

- 46.4 The Company must, pursuant to section 424 of the Act, comply with the obligations set out at Article 48.3 not later than:

46.4.1 the end of the period for filing accounts and reports to the Registrar of Companies; or

46.4.2 if earlier, the date on which the Company actually delivers its accounts to the Registrar of Companies.

47 **NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

48 **AUDIT**

- 48.1 The accounts of the Company shall be examined and reported upon either by the auditor or, if no auditor is appointed, by a reporting accountant if so required by the Statutes.
- 48.2 The appointment or re-appointment (as appropriate) of the auditor (if any) shall be determined by the Members.
- 48.3 The determination of the auditor's or reporting accountant's (if any) remuneration is to be agreed by the Directors.

49 **RULES AND BYE-LAWS**

The Directors may from time to time make (and vary) such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing (a) classes of and conditions of membership and (b) the rights, privileges and obligations of membership, whether statutory membership or otherwise. The Members shall have power to alter, add to or repeal any such rules or bye-laws and the Directors shall adopt such means as they think sufficient to bring to the notice of the Members all such rules or bye-laws, which shall be binding on all Members PROVIDED THAT no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, these Articles.