

COMPANY NO: 7014678

THE COMPANIES ACTS 1985 TO 2006

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

ETHICAL TEA PARTNERSHIP

Incorporated 10 September 2009

(As amended by Special Resolution on 17 June 2015)

This is a true copy of the revised Articles of Association adopted by Special Resolution on 17 June 2015

Signed



Sarah Roberts

TUESDAY



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COMPANIES HOUSE

**COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM OF ASSOCIATION**

**OF**

**ETHICAL TEA PARTNERSHIP**

We, the person or persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association

The person whose signature, name and address is written at the end of the memorandum will be the first member of the company

Signature, Name and Address of Subscriber

Signature      Dr Norman Campbell Kelly

Name            Dr Norman Campbell Kelly

Address        Northside, Howe Lane, Cockfield, Bury St Edmunds, Suffolk, IP30 OHA

Witness to the above Signature

Signature Nigel Thorne

Name Nigel Thorne

Address Apex Plaza, Forbury Road, Reading, Berkshire RG1 1SH

Occupation Solicitor

Dated      8 September 2009

**COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**ETHICAL TEA PARTNERSHIP**

**PART 1**

**INTERPRETATION, OBJECTS, POWERS AND LIMITATION OF LIABILITY**

**1 DEFINED TERMS**

In the articles, unless the context requires otherwise

<b>"articles"</b>	means the company's articles of association,
<b>"bankruptcy"</b>	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,
<b>"chairman"</b>	has the meaning given in article 17,
<b>"chairman of the meeting"</b>	has the meaning given in article 30,
<b>"Companies Acts"</b>	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company,
<b>"director"</b>	means a director of the company, and includes any person occupying the position of director, by whatever name called,
<b>"document"</b>	includes, unless otherwise specified, any document sent or supplied in electronic form,
<b>"electronic form"</b>	has the meaning given in section 1168 of the Companies Act 2006,
<b>"member"</b>	has the meaning given in section 112 of the Companies Act 2006,
<b>"ordinary resolution"</b>	has the meaning given in section 282 of the Companies Act 2006,
<b>"participate"</b>	in relation to a directors' meeting, has the meaning given in article 15,

<b>"proxy notice"</b>	has the meaning given in article 36,
<b>"special resolution"</b>	has the meaning given in section 283 of the Companies Act 2006, "subsidiary" has the meaning given in section 1159 of the Companies Act 2006,
<b>"subsidiary"</b>	has the meaning given in section 1159 of the Companies Act 2006, and
<b>"writing"</b>	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

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company

## **2 NAME AND REGISTERED OFFICE**

- 2 1 The company's name is Ethical Tea Partnership
- 2 2 The company's registered office is to be situated in England and Wales

## **3 OBJECTS**

- 3 1 The company's objects ("Objects") are
  - 3 1 1 to promote a sustainable tea sector, which is one which is socially just, environmentally sustainable and has a strong industry by
    - a) monitoring and promoting, by the implementation of projects and other means, the improvement of the conditions of life, working and employment of workers and the standards of conduct and compliance with law of employers on tea estates in any part of the world, and
    - b) monitoring and promoting the preservation, conservation and the protection of the environment and the prudent use of resources in respect of tea estates in any part of the world

## **4 POWERS**

- 4 1 In furtherance of its Objects, but not further or otherwise, the company shall have full power to do all such lawful things as are incidental or conducive to the attainment of its Objects including
  - 4 1 1 to raise funds and to invite and receive contributions from any person or persons whatever by way of subscription, donation and otherwise, provided that the company shall not undertake any substantial permanent trading activities in raising funds for its Objects and must comply with any relevant statutory regulations,
  - 4 1 2 to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of the Objects of the company or the trade is temporary and ancillary to

the carrying out of the Objects aforesaid and to incorporate any wholly owned company to carry out any such trade,

- 4 1 3 to co-operate and enter into arrangements with any authorities, national, local or otherwise,
- 4 1 4 to retain or employ professional or technical advisors or workers in connection with the Objects of the company and to pay reasonable and proper fees for their services,
- 4 1 5 to establish and support pension and superannuation schemes for the benefit of persons employed by the company, and to grant pensions or retiring allowances to persons who have been employed by the company or to their dependants,
- 4 1 6 to establish, subsidise, promote, co-operate with or act as trustees as agents for or manage or lend money or other assistance to any association, society or other body, corporate or unincorporated for the sole purpose of promoting the Objects and to co-operate with manufacturers, dealers, or other traders, and with the press and other sources of publicity,
- 4 1 7 to purchase, take on lease or in exchange, hire or otherwise acquire and to hold, any real or personal property and any rights or privileges which may be necessary or convenient for the promotion of the Objects of the company and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the company
- 4 1 8 to take any gift of property, whether subject to any trust or not, for the Objects of the company,
- 4 1 9 subject to such consents as may be required by law to sell, mortgage, dispose of or turn into account all or any of the property or assets of the company as may be expedient in the promotion of its Objects,
- 4 1 10 subject to such consents as may be required by law to borrow or raise money for the Objects on such terms and on such security as may be thought fit and whether by the creation and issue of debentures or debenture stock or otherwise,
- 4 1 11 to draw, accept, endorse, issue, or execute promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable or mercantile instruments for the Objects,
- 4 1 12 to receive loans at interest or otherwise from, and to lend money and to give credit to, to take security for such loans or credit and to guarantee and become or give security for the performance of contracts by any person or company as may be necessary or convenient for the work of the company,
- 4 1 13 to establish, promote, or assist any company or companies with charitable objects all or any of which are similar to the Objects for the purpose of acquiring all or any of the property, rights and liabilities of the company or for the purposes of carrying on any activity which the company is authorised to carry on or for any other charitable purpose directly or indirectly calculated to benefit the company in furtherance of the Objects,
- 4 1 14 to make any charitable donation either in cash or assets in furtherance of the Objects,

- 4 1 15 to purchase or otherwise acquire and undertake all or any of the property, assets, liabilities and engagements of any one or more charitable associations, societies or bodies,
- 4 1 16 to pay out of the funds of the company costs, charges and expenses of and incidental to the formation and registration of the company, and
- 4 1 17 to co-operate with charities, voluntary bodies and statutory authorities and to exchange information and advice with them,
- 4 1 18 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects,
- 4 1 19 to acquire, merge with or to enter into any partnership or joint venture arrangement with any charity formed for any of the Objects,
- 4 1 20 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves,
- 4 1 21 to employ and remunerate such staff as are necessary for carrying out the work of the company The company may employ or remunerate a director,
- 4 1 22 to
- a) deposit or invest funds,
  - b) employ a professional fund manager, and
  - c) arrange for the investments or other property of the company to be held in the name of a nominee,
- in the same manner and subject to the same conditions as the trustees of a trust are permitted to do so by the Trustee Act 2000,
- 4 1 23 to provide indemnity insurance for the directors or any other officer of the company in relation to such liability as is mentioned in clause 4 2, but subject to the restrictions specified in clause 4 3, and
- 4 1 24 to do all such other lawful things as are necessary for the achievement of the Objects,
- 4 2 The liabilities referred to in clause 4 1 23 are
- 4 2 1 any liability that by a virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the company,
  - 4 2 2 the liability to make a contribution to the company's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading)
- 4 3 The following liabilities are excluded from clause 4 2 1
- 4 3 1 fines,
  - 4 3 2 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the director or other officer;

4 3 3 liabilities to the company that result from conduct that the director or other officer knew or must be assumed to have known was not in the best interests of the company or about which the persons connected did not care whether it was in the best interests of the company or not

4 4 There is excluded from clause 4 2 2 any liability to make such a contribution where the basis of the director's liability is his or her knowledge prior to the insolvent liquidation of the company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the company would avoid going into insolvent liquidation

## **5 LIABILITY OF MEMBERS**

5 1 The liability of the members is limited

5 2 Every member undertakes, if the company is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of him or her towards the payment of the debts and liabilities of the company incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves

## **6 INCOME, PROFITS AND PROPERTY**

6 1 The income, profits and property of the company shall be applied solely towards the promotion of the Objects

6 2 None of the income or property of the company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the company This does not prevent a member receiving

6 2 1 a benefit from the company in the capacity of a beneficiary of the company,

6 2 2 a reasonable and proper remuneration for any goods or services supplied to the company

## **7 DISSOLUTION**

7 1 In the event of the winding up of the company, any assets remaining after the satisfaction of all of its debts and liabilities, shall, unless the members otherwise agree, be distributed, in proportion to their membership fee, among those members who were fully paid up members at the date the Company entered into formal liquidation

## **PART 2**

### **DIRECTORS**

#### **8 DIRECTORS' POWERS AND RESPONSIBILITIES 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

## **9 MEMBERS' RESERVE POWER**

- 9 1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action
- 9 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

## **10 DIRECTORS MAY DELEGATE**

- 10 1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles
- 10 1 1 to such person or committee,
- 10 1 2 by such means (including by power of attorney),
- 10 1 3 to such an extent,
- 10 1 4 in relation to such matters or territories, and
- 10 1 5 on such terms and conditions,
- as they think fit
- 10 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
- 10 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

## **11 COMMITTEES**

- 11 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors
- 11 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them

## **DECISION-MAKING BY DIRECTORS**

### **12 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 12 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 13
- 12 2 If
- 12 2 1 the company only has one director, and
- 12 2 2 no provision of the articles requires it to have more than one director,



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the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making

### **13 UNANIMOUS DECISIONS**

- 13 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
- 13 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
- 13 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
- 13 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

### **14 CALLING A DIRECTORS' MEETING**

- 14 1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice
- 14 2 Notice of any directors' meeting must indicate
- 14 2 1 its proposed date and time,
- 14 2 2 where it is to take place, and
- 14 2 3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 14 3 Notice of a directors' meeting must be given to each director, but need not be in writing
- 14 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

### **15 PARTICIPATION IN DIRECTORS' MEETINGS**

- 15 1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when
- 15 1 1 the meeting has been called and takes place in accordance with the articles, and
- 15 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 15 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other
- 15 3 If all the directors participating in a 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

## **16 QUORUM FOR DIRECTORS' MEETINGS**

- 16 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 16 2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than three, and unless otherwise fixed it is three
- 16 3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision to appoint further directors pursuant to article 22 2

## **17 CHAIRING OF DIRECTORS' MEETINGS**

- 17 1 The directors may appoint a director to chair their meetings
- 17 2 The person so appointed for the time being is known as the chairman
- 17 3 The directors may terminate the chairman's appointment at any time
- 17 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

## **18 NO CASTING VOTE**

- 18 1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting shall not have a casting vote

## **19 CONFLICTS OF INTEREST**

- 19 1 Notwithstanding any provisions of these articles the directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company and which may reasonably be regarded as likely to give rise to a conflict of interest provided that
- 19 1 1 the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person,
- 19 1 2 the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting,
- 19 1 3 the unconflicted directors consider it is in the interests of the company to authorise the conflict of interest in the circumstances applying
- 19 2 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes
- 19 3 But if paragraph 19 4 applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes
- 19 4 This paragraph applies when

- 19 4 1 the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process,
- 19 4 2 the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest, or
- 19 4 3 the director's conflict of interest arises from a permitted cause
- 19 5 For the purposes of this article, the following are permitted causes
- 19 5 1 a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries,
- 19 5 2 subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities, and
- 19 5 3 arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors
- 19 6 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting
- 19 7 Subject to paragraph 19 8, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive
- 19 8 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

## **20 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 unanimous or majority decision taken by the directors

## **21 DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

## **APPOINTMENT OF DIRECTORS**

### **22 METHODS OF APPOINTING DIRECTORS**

22 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director as follows by notice to the company at its registered office

22 1 1 each Class A Member may appoint up to two directors from time to time,

22 1 2 each Class B Member may appoint one director from time to time,

22 1 3 the Class C Members may collectively appoint a total of

- a) one director from time to time if the number of Class C Members is ten or less,
- b) up to two directors from time to time if the number of Class C Members is eleven or more but less than twenty,
- c) up to three directors from time to time if the number of Class C Members is twenty or more,

If necessary, nominees will be elected by the Class C Members in accordance with such procedure as the directors shall determine

22 2 The directors may, by at least a two thirds majority, appoint directors from time to time, in addition to those appointed under Articles 22 1 1, 22 1 2 and 22 1 3

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

23 1 A person ceases to be a director as soon as

23 1 1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,

23 1 2 a bankruptcy order is made against that person,

23 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,

23 1 4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,

23 1 5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,

23 1 6 notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms,

23 1 7 he or she is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision)

23 2 Any director appointed by members pursuant to Articles 22 1 1, 22 1 2 and 22 1 3 may be removed as a director by their appointor from time to time by notice to the company at its registered office. This paragraph shall not prevent any member exercising its rights pursuant to Articles 22 1 1, 22 1 2 and 22 1 3 to appoint further directors thereafter

23 3 If a Class A Member or a Class B Member ceases to be a member of the company any director appointed by the member pursuant to Article 22 1 shall immediately cease to be a director of the company. If all Class C Members cease to be members of the company any director appointed by the Class C Members pursuant to Article 22 1 shall immediately cease to be a director of the company

23 4 If at a time that the Class C Members have appointed two or three directors under Article 22 1 3 the number of Class C Members falls below the relevant number of Class C Members required to appoint such directors pursuant to Article 22 1 3, then the Class C Members shall within seven days remove as directors such number of directors appointed by the Class C Members (by notice to the company at its registered office) as required such that the limits on director numbers in Article 22 1 3 are complied with and if they fail to do so the Class A Members may provide such a notice to the company on behalf of the Class C Members

## **24 DIRECTORS' REMUNERATION**

24 1 Directors may undertake any services for the company that the directors decide

24 2 Directors are entitled to such remuneration as the directors determine

24 2 1 for their services to the company as directors, and

24 2 2 for any other service which they undertake for the company

24 3 Subject to the articles, a director's remuneration may

24 3 1 take any form, and

24 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

24 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

24 5 Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested

24 6 A director may benefit from trustee indemnity insurance cover purchased at the company's expense

24 7 A director may receive an indemnity from the company in the circumstances specified in these articles

## **25 DIRECTORS' EXPENSES**

25 1 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at

25 1 1 meetings of directors or committees of directors, or

25 1 2 general meetings,

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

**PART 3**

**MEMBERS**

**BECOMING AND CEASING TO BE A MEMBER**

**26 APPLICATIONS FOR MEMBERSHIP**

26 1 The subscriber to the memorandum is the first member of the company

26 2 No person shall become a member of the company unless

26 2 1 that person has completed an application for membership in a form approved by the directors, and

26 2 2 the directors have approved the application,

26 2 3 the directors have decided whether the member is a Class A Member, Class B Member or a Class C Member

26 3 The directors must keep a register of names and addresses of the members which will state whether the member is a Class A Member, Class B Member or a Class C Member

26 4 The directors shall determine from time to time the entrance fees, subscription and other fees or payments to be made by members. The directors may delegate this function in whole or part to senior management of the company

**27 TERMINATION OF MEMBERSHIP**

27 1 A member may withdraw from membership of the company by giving six months notice to the company in writing

27 2 Membership is not transferable

27 3 A person's membership terminates when that person dies or ceases to exist

27 4 Membership is terminated if

27 4 1 any sum due from the member of the Company is not paid in full within three months of it falling due and the directors resolve that the membership is terminated,

27 4 2 the member is removed from membership by a resolution of the directors that it is in the best interests of the Company that the membership is terminated. A resolution to remove a member from membership may only be passed pursuant to this Article 27 4 2 if

a) the member has been given at least twenty-one days' notice in writing of the meeting of the directors at which the resolution is will be proposed and the reasons why it is to be proposed,

b) the member or, at the option of the member, the member's representative (who need not be a member of the company) has been allowed to make representations to the meeting

## **ORGANISATION OF GENERAL MEETINGS**

### **28 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 28 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 28 2 A member, shall have and shall be deemed to have the following votes, whether on a show of hands or a poll

	<b>Number of Votes</b>
Each Class A Member	10
Each Class B Member	5
Each Class C Member	1

- 28 3 A person is able to exercise the right to vote at a general meeting when
- 28 3 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 28 3 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 28 4 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 28 5 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- 28 6 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

### **29 QUORUM FOR GENERAL MEETINGS**

- 29 1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- 29 2 Not less than twenty five per cent of all the members (including at least one member which is a Class A Member and one member which is a Class B Member and one member which is a Class C Member) for the time being, each being a member or proxy for a member or a duly authorised representative of a corporation, shall be a quorum

### **30 CHAIRING GENERAL MEETINGS**

- 30 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

30 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

30 2 1 the directors present, or

30 2 2 (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

30 3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting"

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

31 1 Directors may attend and speak at general meetings, whether or not they are members

31 2 The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting

### **32 ADJOURNMENT**

32 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it

32 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if

32 2 1 the meeting consents to an adjournment, or

32 2 2 it appears to the chairman 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

32 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

32 4 When adjourning a general meeting, the chairman of the meeting must

32 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

32 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting

32 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)

32 5 1 to the same persons to whom notice of the company's general meetings is required to be given, and

32 5 2 containing the same information which such notice is required to contain

32 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



## VOTING AT GENERAL MEETINGS

### 33 VOTING: GENERAL

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

### 34 ERRORS AND DISPUTES

34 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

34 2 Any such objection must be referred to the chairman of the meeting whose decision is final

### 35 POLL VOTES

35 1 A poll on a resolution may be demanded

35 1 1 in advance of the general meeting where it is to be put to the vote, or

35 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

35 2 A poll may be demanded by

35 2 1 the chairman of the meeting,

35 2 2 the directors,

35 2 3 two or more persons having the right to vote on the resolution,

35 2 4 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,

35 2 5 a Class A Member, or

35 2 6 a Class B Member

35 3 A demand for a poll may be withdrawn if

35 3 1 the poll has not yet been taken, and

35 3 2 the chairman of the meeting consents to the withdrawal

35 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

### 36 CONTENT OF PROXY NOTICES

36 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which

36 1 1 states the name and address of the member appointing the proxy,

36 1 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,

- 36 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
- 36 1 4 is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate
- 36 2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 36 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
- 36 4 Unless a proxy notice indicates otherwise, it must be treated as
  - 36 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
  - 36 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

### **37 DELIVERY OF PROXY NOTICES**

- 37 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
- 37 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
- 37 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
- 37 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

### **38 AMENDMENTS TO RESOLUTIONS**

- 38 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
  - 38 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 chairman of the meeting may determine), and
  - 38 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- 38 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
  - 38 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

38 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

38 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

## **PART 4**

### **ADMINISTRATIVE ARRANGEMENTS**

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

39 1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company

39 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

39 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

#### **40 COMPANY SEALS**

40 1 Any common seal may only be used by the authority of the directors

40 2 The directors may decide by what means and in what form any common seal is to be used

40 3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

40 4 For the purposes of this article, an authorised person is

40 4 1 any director of the company,

40 4 2 the company secretary (if any), or

40 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

#### **41 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

#### **42 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or

shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **43 INDEMNITY**

43 1 Subject to paragraph 43 2, a relevant director of the company or an associated company may be indemnified out of the company's assets against

43 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,

43 1 2 any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

43 1 3 any other liability incurred by that director as an officer of the company or an associated company

43 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

43 3 In this article

43 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

43 3 2 a "relevant director" means any director or former director of the company or an associated company