

ARTICLES OF ASSOCIATION

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The Companies Act 2006

Sport Taekwondo UK Limited

Company No. 04489466

Incorporated on 18 July 2002

COMPANY NUMBER 4489466

SPORT TAEKWONDO UK LIMITED

ARTICLES OF ASSOCIATION

PRIVATE COMPANY LIMITED BY GUARANTEE

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PART 1

INTERPRETATION, LIMITATION OF LIABILITY AND OBJECTS

1 DEFINED TERMS

In the articles, unless the context requires otherwise:

articles means the company's articles of association;

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

BTCB means British Taekwondo Control Board (WTF) Limited (company number 07501788);

BTCB Director means any director nominated by BTCB and appointed to the board by the company pursuant to article 18.3;

chairman has the meaning given in article 13;

chairman of the meeting has the meaning given in article 26;

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

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

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

electronic form has the meaning given in section 1168 of the Companies Act 2006;

Funding Agencies means any funding agencies/bodies that provide funding to the company including, without limitation, UK Sport and Sport England;

Independent Director has the meaning given in article 18;

member has the meaning given in section 112 of the Companies Act 2006;

ordinary resolution has the meaning given in section 282 of the Companies Act 2006;

participate, in relation to a directors' meeting, has the meaning given in article 11;

proxy notice has the meaning given in article 32;

special resolution 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; 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.

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 **LIABILITY OF MEMBERS**

2.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he/she is a member or within one year after he/she ceases to be a member, for:

2.1.1 payment of the company's debts and liabilities contracted before he ceases to be a member;

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

2.1.3 adjustment of the rights of the contributories among themselves.

3 **OBJECTS OF THE COMPANY**

3.1 The objects for which the company is established are:

3.1.1 to create and implement a high performance strategy on behalf of the BTCB for the Olympic sport of taekwondo, the ultimate goal of which is to optimise the performance of taekwondo athletes in Olympic Games and other major international competitions; and

3.1.2 to do all such other things as shall be thought fit to further the interests of the company or to be incidental or conducive to the attainment of all or any of the objects stated in this article 3.1.2.

3.2 In furtherance of the above objects (but not further or otherwise) the company shall have the following powers, subject to the terms of any funding agreement or Financial Memorandum for the time being in force (if any) between the company and any Funding Agencies:

3.2.1 to be responsible for the development and implementation of policies relating to recommendation for selection, ensuring preparation and improving the performance of taekwondo athletes representing Great Britain and Northern Ireland in international competitions (**elite**

- athletes)** such as, but not limited to, the Olympic Games, World and European Championships;
- 3.2.2 to provide training, coaching, science, medicine and other support services to elite athletes;
 - 3.2.3 to develop key performance indicators and targets against which progress of the elite athletes can be monitored;
 - 3.2.4 to make provision for anti-doping in such a way as complies with the mandatory provisions of the World Anti-Doping Code and the World Taekwondo Federation (**WTF**) Anti-Doping Code;
 - 3.2.5 to be responsible for the exploitation of any commercial rights and properties that may be available in respect of the WTF Taekwondo elite athletes and the United Kingdom squads, including negotiation of agreements with third parties and to raise funds by way of sponsorship, merchandising and such other commercial means as may be thought fit;
 - 3.2.6 to organise, manage and supervise taekwondo events, conferences, seminars, meetings, lectures, courses and discussions;
 - 3.2.7 to manage and operate the taekwondo Academy and to be responsible for developing athletes through the Academy;
 - 3.2.8 to purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the world, and to construct, maintain and alter buildings or erections;
 - 3.2.9 to sell, manage, let, mortgage, dispose of or turn to account all or any of the property of the company subject to such consents as may be required by law;
 - 3.2.10 to execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property or assets;
 - 3.2.11 to establish operate and carry on or to co-operate with others in establishing, operating and carrying on in any building which the company is interested the supply thereof of food and drink and other refreshments by way of sale provided always that the amenities mentioned in this article 3.2.11 shall be provided only for the purposes of attending an event, performance meeting or function sponsored by the company;

- 3.2.12 to apply to Funding Agencies and any other appropriate funding agencies for funding in furtherance of the company's objects and to have regard to the provisions of any funding agreement or Financial Memorandum between the company and any Funding Agencies from time to time;
- 3.2.13 to raise funds and to invite and to receive subscriptions, endowment grants (whether government, municipal or from any statutory or charitable body or otherwise), sponsorship and donations (whether of real or of personal property) and devices and bequests for all or any of the purposes aforesaid;
- 3.2.14 to subcontract such services as the directors see fit for example in sport science and medical services;
- 3.2.15 to borrow or raise funds for the purpose of the company on such terms and on such security (if any) as may be thought fit;
- 3.2.16 to invest monies of the company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject, nevertheless, to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- 3.2.17 to effect insurances against risk or loss to the company, or against risk or accident to any servants of the company in the course of their employment by the company or to any athletes or other persons engaged by the company or in connection with providing, fostering or developing services under the elite programme and to pay premiums on such insurance;
- 3.2.18 to engage and pay any person or persons including, but not limited to, athletes, whether on a full-time or part-time basis or whether as consultants, employees or otherwise, to supervise, organise, carry on the work of and/or advise the company, with such roles as the company shall determine;
- 3.2.19 subject to the provisions of article 5 hereof to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants;
- 3.2.20 to pay out of funds of the company the costs, charges and expenses of and incidental to the formation, registration and running of the company;

- 3.2.21 to develop and operate a communications, marketing and public relations policy in relation to the elite athlete programme;
 - 3.2.22 to print and publish any newspapers, periodicals, books, articles or leaflets; and
 - 3.2.23 to do all such other lawful things as will further the attainment of the objects of the company
- 3.3 The income and property of the company shall be applied solely towards the promotion of its objects as set forth in these articles and no portion thereof shall be paid or transferred directly or indirectly by way of distribution, bonus or otherwise by way of profit to the members of the company provided that nothing herein shall prevent any payment in good faith by the company:
- 3.3.1 of reasonable and proper remuneration to any director, member, officer, servant or consultant of the company for any services rendered to the company and or reasonable and proper travelling, conference and study expenses necessarily incurred in carrying out the duties of any such director, member, officer, servant or consultant of the company;
 - 3.3.2 to any director who is a solicitor, accountant or other person engaged in a profession of all reasonable professional and other charges for work done by him or her or by his/her firm when instructed by the other directors to act in that capacity on behalf of the company;
 - 3.3.3 of interest on money lent by a member of the company or its directors at a commercial interest rate;
 - 3.3.4 to any director of reasonable and proper out-of-pocket expenses;
 - 3.3.5 of reasonable and proper rent for premises demised or let by any member of the company or by any director; and
 - 3.3.6 of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the directors (or any of them) in relation to the company.
- 3.4 Every member of the company undertakes to contribute to the assets of the company, in the event of the same being wound up while he/she is a member, or within one year after he/she ceases to be a member, for payment of the debts and liabilities of the company contracted before he/she ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be

required not exceeding £1 (one pound). 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 of the company in their capacity as members but shall be given or transferred to the BTCB and/or the relevant Funding Agencies or their successor bodies or as they shall direct in writing as appropriate and agreed in writing by both parties

PART 2

DIRECTORS

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. All directors of the company are deemed to be members.

5 MEMBERS' RESERVE POWER

5.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special 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

7.1 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.

7.2 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 save that each committee must consist of at least 2 directors, one being an Independent Director and shall be chaired by an Independent Director.

DECISION-MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

8.1 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 9.

8.2 If:

8.2.1 the company only has one director; and

8.2.2 no provision of the articles requires it to have more than one director,

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.

9 UNANIMOUS DECISIONS

9.1 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.

9.2 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.

- 9.3 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.
- 9.4 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.

10 **CALLING A DIRECTORS' MEETING**

- 10.1 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.
- 10.2 Notice of any directors' meeting must indicate:
- 10.2.1 its proposed date and time;
 - 10.2.2 where it is to take place; and
 - 10.2.3 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.
- 10.3 Notice of a directors' meeting must be given to each director, but need not be in writing.
- 10.4 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 seven 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.

11 **PARTICIPATION IN DIRECTORS' MEETINGS**

- 11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 11.1.1 the meeting has been called and takes place in accordance with the articles; and
 - 11.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 11.3 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.

12 QUORUM FOR DIRECTORS' MEETINGS

- 12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2 The quorum for directors' meetings is three one of whom shall be an Independent Director.
- 12.3 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:
 - 12.3.1 to appoint further directors; or
 - 12.3.2 to call a general meeting so as to enable the members to appoint further directors.

13 CHAIRING OF DIRECTORS' MEETINGS

- 13.1 The directors shall appoint an Independent Director to chair their meetings.
- 13.2 The person so appointed for the time being is known as the chairman.
- 13.3 The directors may terminate the chairman's appointment at any time save that such termination shall not take effect during a board meeting.
- 13.4 If the chairman is not participating in a directors' meeting within 10 minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.
- 13.5 The chairman shall serve no more than two terms of office with each term being for a period of four years.

14 CASTING VOTE

- 14.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- 14.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15 CONFLICTS OF INTEREST

- 15.1 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.

- 15.2 But if article 15.3 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.
- 15.3 This article 15.3 applies when:
- 15.3.1 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;
 - 15.3.2 the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest, or
 - 15.3.3 the director's conflict of interest arises from a permitted cause.
- 15.4 For the purposes of this article, the following are permitted causes:
- 15.4.1 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;
 - 15.4.2 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
 - 15.4.3 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.
- 15.5 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 15.6 Subject to article 15.7, 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.
- 15.7 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.

16 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.

17 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

18 METHODS OF APPOINTING DIRECTORS

18.1 The number of board members shall be subject to a maximum of 11, which comprises a minimum of 3 non-executive directors of which at least 2 shall be Independent Directors and one shall be the director nominated by BTCB pursuant to article 18.3 below.

18.2 No person may be appointed as an Independent Director if he or she:

18.2.1 is an employee or director of the company or the BTCB;

18.2.2 is or has been an employee, executive director, executive chairman or consultant to any taekwondo governing body or organization;

18.2.3 has any contractual relationship with the company except for any directors agreements or service contracts which may be entered into between the company and an Independent Director and which shall be in terms appropriate for Independent Directors and which do not compromise their independence;

18.2.4 has any other material relationship with the company; or

18.2.5 has been in any position described in 18.2.1, 18.2.3 or 18.2.4 at any time within three years preceding the date of appointment.

18.3 BTCB may, having regard to the skills and experience required by the board, nominate an individual to be appointed as a director subject to such nomination being approved by the company's nominations committee, which shall communicate with BTCB in advance of any nomination and specify the skills, specifications and role description for directors. The company's nominations committee shall assess BTCB's nomination in the context of the required skills and expertise before making a recommendation to the board. For the avoidance

of doubt, only one BTCB Director may be a member of the board at any given time and BTCB shall be entitled to remove the BTCB Director from the board with immediate effect at any time by giving notice in writing to the company and to the BTCB Director.

- 18.4 Subject to article 13.5, each non-executive director, which for the avoidance of doubt includes the director nominated by BTCB pursuant to article 18.3, shall be appointed for a three year term and shall be eligible for re-appointment for one further three year term. Any non-executive director who has served two consecutive three year terms of office shall retire and shall not be capable of re-appointment under these articles for a minimum period of four years from such retirement.
- 18.5 In selecting persons to be appointed as non-executive directors under this article 18 the board shall seek to ensure that the professional or other competencies of those being appointed contributes to a skills matrix.
- 18.6 Subject to Article 18.1 the board may appoint other members to the board by (i) ordinary resolution; or (ii) by a decision of the directors, on such terms and periods as the board sees fit, provided that:
- 18.6.1 Subject to article 13.5, any non-executive director shall be appointed for a three year term and shall be eligible for re-appointment for one further three year term provided that any non-executive director who has served two consecutive three year terms of office shall retire and shall not be capable of re-appointment under these articles for a minimum period of four years from such retirement; and
- 18.6.2 the total number of members on the board shall not exceed the maximum number fixed by or in accordance with these articles.
- 18.7 The appointment of any director to the board who is appointed by the company by virtue of such individual being employed or engaged by the company as chief executive officer and/or as an executive director ex officio shall, without prejudice to article 19, terminate forthwith on their ceasing to be so employed or engaged.
- 18.8 All directors of the company are deemed to be members of the company, subject to article 22.

19 **TERMINATION OF DIRECTOR'S APPOINTMENT**

- 19.1 A person ceases to be a director as soon as:
- 19.1.1 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;

- 19.1.2 a bankruptcy order is made against that person;
 - 19.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 19.1.4 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;
 - 19.1.5 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;
 - 19.1.6 the director's term of appointment has expired pursuant to articles 18.4 or 18.5.1;
 - 19.1.7 that person is removed by the members in accordance with the procedure under section 168 of the Companies Act 2006;
 - 19.1.8 that person shall have been absent for more than three consecutive board meetings without permission of the board and at least 75% of the other members of the board acting together resolve that his office be vacated;
 - 19.1.9 that person is requested to resign by at least 75% of the other members of the board acting together;
 - 19.1.10 being a member of the board appointed by virtue of being an executive director or chief executive officer and not being a member of the board by virtue of any other provision of these articles, his employment as an executive director or chief executive officer (as appropriate) ceases for any reason or he continues as an employee of the company only in a capacity other than as an executive director or chief executive officer (as appropriate); or
 - 19.1.11 being a member of the board appointed pursuant to articles 18.4 or article 18.6, the period for which that person was appointed has ended and he has not been reappointed;
- 19.2 A person serving as chair, chief executive officer, executive director or non-executive director who is removed from office as a director for whatever reason shall be deemed to have resigned from his position as chair, chief executive officer, executive director or non-executive director (as appropriate) and the vacancy shall be filled in accordance with these articles.

19.3 A director removed from the board pursuant to article 19.1.9 shall have no claim against the company for loss of office.

20 **DIRECTORS' REMUNERATION**

20.1 Directors may undertake any services for the company that the directors decide;

20.2 Directors are entitled to such remuneration as the directors 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 the company's subsidiaries 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 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.

PART 3

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

22 APPLICATIONS FOR MEMBERSHIP

- 22.1 No person shall become a member of the company unless:
- 22.1.1 that person is a director of the company;
 - 22.1.2 that person has completed an application for membership in a form approved by the directors; and
 - 22.1.3 the directors have approved the application.

23 TERMINATION OF MEMBERSHIP

- 23.1 A person's membership terminates when that person ceases to be a director of the company or when that person dies or ceases to exist.
- 23.2 Membership is not transferable.

ORGANISATION OF GENERAL MEETINGS

24 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 24.1 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.
- 24.2 A person is able to exercise the right to vote at a general meeting when:
- 24.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 24.2.2 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.
 - 24.2.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 24.3 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.

24.4 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.

25 **QUORUM FOR GENERAL MEETINGS**

25.1 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.

25.2 Three members, of whom at least one shall be an Independent Director, present either in person, by proxy or by a duly appointed corporate representative shall be a quorum.

26 **CHAIRING GENERAL MEETINGS**

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

26.2 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:

26.2.1 the directors present; or

26.2.2 (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.

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

27 **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

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

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

28 **ADJOURNMENT**

28.1 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.

- 28.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 28.2.1 the meeting consents to an adjournment; or
 - 28.2.2 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.
- 28.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 28.4 When adjourning a general meeting, the chairman of the meeting must:
- 28.4.1 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
 - 28.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 28.5 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 seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 28.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and
 - 28.5.2 containing the same information which such notice is required to contain.
- 28.6 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

29 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.

30 ERRORS AND DISPUTES

- 30.1 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.
- 30.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

31 POLL VOTES

- 31.1 A poll on a resolution may be demanded:
- 31.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 31.1.2 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.
- 31.2 A poll may be demanded by:
- 31.2.1 the chairman of the meeting;
 - 31.2.2 the directors;
 - 31.2.3 two or more persons having the right to vote on the resolution; or
 - 31.2.4 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.
- 31.3 A demand for a poll may be withdrawn if:
- 31.3.1 the poll has not yet been taken; and
 - 31.3.2 the chairman of the meeting consents to the withdrawal.
- 31.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

32 CONTENT OF PROXY NOTICES

- 32.1 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which:
- 32.1.1 states the name and address of the member appointing the proxy;
 - 32.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

- 32.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- 32.1.4 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.
- 32.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 32.3 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.
- 32.4 Unless a proxy notice indicates otherwise, it must be treated as:
 - 32.4.1 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
 - 32.4.2 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.

33 DELIVERY OF PROXY NOTICES

- 33.1 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.
- 33.2 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.
- 33.3 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.
- 33.4 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.

34 AMENDMENTS TO RESOLUTIONS

- 34.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- 34.1.1 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
 - 34.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 34.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 34.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 34.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 34.3 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

35 MEANS OF COMMUNICATION TO BE USED

- 35.1 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.
- 35.2 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.
- 35.3 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.

36 **COMPANY SEALS**

- 36.1 Any common seal may only be used by the authority of the directors.
- 36.2 The directors may decide by what means and in what form any common seal is to be used.
- 36.3 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.
- 36.4 For the purposes of this article, an authorised person is:
- 36.4.1 any director of the company;
 - 36.4.2 the company secretary (if any); or
 - 36.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

37 **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.

38 **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

39 **INDEMNITY**

- 39.1 Subject to article 39.2, a relevant director of the company or an associated company may be indemnified out of the company's assets against:
- 39.1.1 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;
 - 39.1.2 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);

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

39.2 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.

39.3 In this article:

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

39.3.2 a relevant director means any director or former director of the company or an associated company.

40 **INSURANCE**

40.1 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.

40.2 In this article:

40.2.1 a **relevant director** means any director or former director of the company or an associated company;

40.2.2 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

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